

Simplii Financial Ideashare Terms and Conditions

The Simplii Financial Ideashare (the "Community") and the www.simpliifinancialideashare.com website (the "Website") are operated by Canadian Imperial Bank of Commerce. ("CIBC" or "we"). By joining the Community and becoming a Community member (a "Member") or by using the Website, you agree to be bound by the following terms & conditions (the "Terms"):

Registration Requirements

In order to receive invitations to participate in Community surveys you must first register as a Member of the Community by providing us with accurate, complete and updated registration information as required by the profiling survey. The profiling survey will ask you questions about your residence, age, your habits and behaviors, family status, gender, education level and so on.

We are in the business of researching and reporting on public opinion on a wide variety of issues, including, but not limited to financial products. Any personal information we collect remains confidential and is used for research purposes only, as set out in our corporate Privacy Policy available here:

<https://www.simplii.com/en/legal.html>

To ensure the integrity of the Community, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use of and/or participation in the Community.

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you or is the result of you authorizing a third party to use your username and password.

Membership in the Community is open only to residents of Canada 18 years of age or older. Employees of CIBC, its subsidiaries and affiliates, and members of their immediate family are not eligible to participate.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by clicking on the "Unsubscribe" link at the bottom of all our communications or by sending an email with the subject line "remove me" to support@simpliifinancialideashare.com

Community Participation

As a Member, you must be willing to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 3 consecutive months.

Members are invited to participate in surveys based on demographic information or randomly, depending on the survey criteria. We do not guarantee any minimum number of surveys and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

General

You agree not to abuse the Community by conduct which is detrimental to our interests, or that is in breach of or inconsistent with these Terms. Without limiting the foregoing, you may not: (a) activate or use more than one account; (b) use an automated system, device or program; (c) manipulate or interfere with the Community or any affiliated program in any way; (d) present false or misleading information to us; (e) assist another individual or entity in conducting fraudulent, abusive, manipulative or illegal activity. Any Member suspected of engaging in any fraudulent, abusive, manipulative or illegal activity may have their account terminated in our sole discretion, and the Member may be referred to appropriate law enforcement agencies if such action is deemed warranted.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

Any responses or material you provide on the Website becomes our property and we are free to use such information, including ideas, photographs, text and video, in any way we see fit, including for commercial purposes without any further consent from you and you agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming our unqualified ownership therein, including copyright ownership and your waiver of any applicable moral rights.

Content of the surveys and information provided to you is proprietary and should not be published, copied or reproduced in whole or in part without our prior written consent. From time to time, on the Website or in the Community, we may provide you with information that is confidential or not generally known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for Community purposes. Breach of this obligation will result in you forfeiting your membership in the community and you may be liable for monetary damage to CIBC or our clients caused as a result of your breach.

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of CIBC and you agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

You acknowledge and agree that we are not responsible or liable for any agreements between you and any of our affiliated companies or third party service providers with regard to items or services you received, or your participation in third-party promotions and/or other activities.

These Terms are governed by the laws of the Province of Ontario and you agree to submit to the jurisdiction of the courts located in the city of Toronto in respect of any disputes that may arise in connection herewith.

A waiver by us of any breach by you of any of the provisions of these Terms or our acquiescence to any act (whether by commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such provision or of any subsequent act contrary thereto.

Privacy

We take your privacy very seriously. Personally identifiable information that we gather from you in connection with the Community and/or the Website is governed by our Privacy Policy.

Third-Party Information

The Website may contain links to, or information about, other websites, products or services. We do not make any representation or warranty about any such third-party information and nothing on the Website should be construed as an endorsement of such third-party information unless otherwise explicitly stated.

Disclaimer

We have no control over the Internet and cannot prevent the interception of messages by unauthorized parties or guarantee that such unauthorized parties may not be able to decrypt encrypted messages. We are not responsible for unavailable network connections; failed, incomplete, garbled or delayed computer transmissions; online failures; hardware, software or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting or corrupting the Community in any manner including without limitation, receipt of redemption requests, your ability to participate in the Community. We are also not responsible for any damage to your computer occasioned by participation in the Community or downloading of any information necessary to participate in the Community.

THE WEBSITE AND THE COMMUNITY, INCLUDING ALL CONTENT OR SERVICES MADE AVAILABLE THEREON OR ACCESSED THERETHROUGH, ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR IN THE COMMUNITY.

Further, we disclaim any express or implied warranties, including, without limitation, non-infringement, title merchantability or fitness for a particular purpose. We do not warrant that the functions contained in the Website or Community or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the Community will be corrected, or will be free of

viruses or other harmful components. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover exemplary, punitive, personal injury/wrongful death, special incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY ANY PART OF THESE TERMS AT ANY TIME BY CHANGING THESE TERMS OR RELATED INFORMATION ON OUR WEBSITE.

We may, in our sole discretion, terminate or suspend any Member's access to all or part of the Community and the Website for any reason, including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any Member's account shall be final and binding. We shall not be liable to you or any third-party for any termination of your access to the Community.

We may also terminate any Member's account in our sole discretion and without prior notice if a Member has failed to complete a survey for a period of more than three (3) months.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER CIBC NOR ANY OF OUR AGENTS WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OR FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY OR ANY OTHER DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OF ANY APSECT OF THESE TERMS OR YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE COMMUNITY AND IN NO EVENT SHALL THE LIABILITY OF CIBC OR OUR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE.

Indemnification

You agree to indemnify, defend and hold harmless CIBC, its employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to any breach by you of any of the Terms or applicable laws, or in any other way arising out of your use of the Website, the Community or any content contained therein.

Changes

All information posted on the Website, including these Terms, is subject to change without notice. Your continued use of the Website after such changes is deemed to be your acceptance of such changes so please check the Terms regularly. If any changes are made to these Terms, CIBC will revise the "Last Updated" date that is indicated on the Terms.

Last Updated: October 20, 2017