

Canada Post Corporation (“CPC”) Foreign Cash Online – Terms & Conditions

CPC has contracted with Canadian Imperial Bank of Commerce (“CIBC”) for the fulfillment of this product

1. **Eligibility to transact:** This website (“CPC Foreign Cash Online”) is an on-line marketplace in which CPC may offer for sale certain Foreign Currency products. These products and services are available only in Canada to Canadian residents. Foreign Currency purchased through CPC Foreign Cash Online for home delivery can only be delivered to your Canadian residential address. Nothing on CPC Foreign Cash Online constitutes an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such a solicitation.
2. **Registration:** Before making any purchases on CPC Foreign Cash Online, you must register for an account with CPC Foreign Cash Online. To do so, you must provide your name, mailing address, e-mail address, telephone number as well as certain other information required to verify your identity. You will be required to select a User ID and Password. Your selection, use of, and liability in connection with such User ID and Password is set out below. Your personal information will be handled in accordance with the [CIBC Privacy Policy](#).
3. **Use:** You must use your Password to access CPC Foreign Cash Online. You will also need to enter the email address that you have selected to be your User ID. Use of this website is also subject to the CIBC Foreign Cash Online Legal Notices (the “[Legal Notices](#)”). Capitalized terms used in these Terms and Conditions and not defined have the meaning given to them in the Legal Notices.
4. **Passwords:** You agree to keep your Password absolutely confidential; they are 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 Password is. You must carefully select your Password so that they cannot be easily guessed or reverse engineered by anyone else. When choosing Passwords you must not use:
 - Your name or a close relative's name;
 - Your birth date, year of birth, telephone number or address, or that of a close relative;
 - Your bank card number or User ID;
 - Your account number or credit card number;
 - A number on any ID card you keep in your purse or wallet (such as your social insurance number or driver's license number);
 - Any other number which can be easily obtained or guessed by someone else; or

A password you use for any other service. You should memorize your Password rather than keep any written record of them. However, if you decide that you truly need to keep a written record, you agree that:

- You will not record your Password in close proximity to any record of your User ID;
- Your Password must be disguised within the written record you make so that no one else can easily guess that it is a record of your Password; and
- You will not record your Password on your Electronic Device in any way, and you will not store your Password near your Electronic Device (for example, on a sticky note placed on the edge of your monitor screen or key pad).

When entering your User ID and Password into an Electronic Device, you must take all reasonable precautions to prevent others from seeing you entering this information such as by ensuring that no one can see your computer screen or key pad on your Electronic Device.

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5. **Password becomes known:** If you suspect that someone else knows your Password or is using your User ID, you must notify us by telephone or in person as soon as possible (and in any case within 24 hours after learning or suspecting such loss or use) and follow the instructions that we give to you. Subject to any other agreement you have with us, we will not be liable for any loss if you have not given CPC notice as required by this section. If you suspect that someone else knows any of your Password, you must change all of your Passwords immediately.
6. **Responsibility for losses:** You are responsible for any Losses that result from your own use of your User ID and your Password. You are also responsible for any Losses that result from any use by a third party of your User ID and your Password. Without limiting the generality of the first sentence in this section, you are also responsible for any Losses that result if:
 - You make an entry error when using CPC Foreign Cash Online;
 - You claim that an account or Service was accessed by someone else but you do not co-operate fully in an investigation by us or the authorities; or
 - Someone else uses your User ID without your authority but your actions (or inaction) contribute to that unauthorized use.
7. **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 CPC Foreign Cash Online 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 to your account, you must sign off of CPC Foreign Cash Online, close your browser, or sign off of the mobile applications used by you for Mobile Banking, as soon as you finish using them.
8. **Information on site is general only:** The information on this site is general only. It is not intended as specific investment, financial, legal or tax advice and you should not rely on it as such. We may change the information on this site at any time without prior notice. Prices of Foreign Currency, exchange rates, interest rates and other market information may change rapidly. Past prices, rates and other market information is not indicative of future performance of the same.
9. **Transaction limits, anti-money laundering and credit bureau check:** CPC will assign a maximum daily transaction limit to transactions in your account. You consent to CPC's accessing credit bureau information about you and to contact any financial institution with whom you have an account in order to verify your identity. You specifically consent to CPC using any information about you that it has obtained in the registration process to access such credit bureau information. CPC has assigned maximum transaction limits to your account of (i) CAD \$2,500.00 per 24 hour period, and (ii) CAD \$2,500.00 per 30 day period, but shall have the right to modify these limits at any time without notice to you.

You agree that any transaction you initiate on CPC Foreign Cash Online is for yourself and not on behalf of any third party beneficiary.

10. **Purchases:** Foreign Currency available for purchase will be displayed on CPC Foreign Cash Online, however certain Foreign Currency listed on the Web Site may not be available at all times. CPC Foreign Cash Online will show an indicative price for Foreign Currency which is not the final price of the Foreign Currency. The indicative price approximates the sale price of that Foreign Currency, but the final sale price is subject to any fluctuations in the price of the relevant Foreign Currency between the time of display and the time that an order is confirmed. The final price will only be displayed when you reach the final checkout page and complete your order within the time limit indicated on the checkout page. Prices on the checkout page will generally be updated every thirty minutes. If you do not complete your order within this time, you will need to re-price your order which may be executed at a different price. Any applicable taxes, shipping and administration fees will be added to your order and displayed at the final checkout page. Tax charges are based on applicable federal, provincial and harmonized sales tax rates based on the delivery address associated with your order. Where required, sales tax will also be applied to the shipping charges. All amounts quoted are in Canadian dollars. The final checkout page will list all relevant transaction details and charges and, after reviewing this information to confirm its accuracy, you will be asked on the final checkout page to click a "Confirm purchase" button. Clicking the "Confirm purchase" button will mean that you agree to purchase the listed Foreign Currency at the listed prices on the terms set out in these Terms and Conditions. You should carefully review all of the transaction details on the final checkout page to ensure that they are correct before clicking "Confirm

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purchase". The address on the bank card used for payment on CPC Foreign Cash Online must be identical to the address which is on your CPC Foreign Cash Online account. Note that denominations delivered may vary from those requested and depend on availability. **CPC derives income from the difference (the spread) between the prices we buy and sell Foreign Currency. Our spreads may differ from time and can change (without prior notice). The spread is reflected in the price we quote for the FX currency you wish to purchase on CPC Foreign Cash Online.**

11. **Cancellations:** We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. In the event that we make a change to or cancel an order, CPC will attempt to notify you but assumes no liability for failure to do so. **YOU MAY NOT CANCEL AN ORDER AFTER YOU HAVE CLICKED ON THE "CONFIRM PURCHASE" BUTTON ON THE FINAL CHECKOUT PAGE. AFTER CLICKING THE "CONFIRM PURCHASE" BUTTON, ALL SALES ARE FINAL.**
12. **Confirmation of Transaction:** Upon submission of a purchase order on CPC Foreign Cash Online, CPC will send you an email confirming the relevant details of the Foreign Currency purchased and the applicable purchase price and related charges. The transaction details contained in these confirming emails will be taken as correct, absent manifest error. You will be obligated to present the confirming email at the destination Canada Post Office location when picking up an order from the Canada Post Office location. When your order for home delivery has been processed, CPC will send you an email advising you of that fact and containing a tracking number for the order for all home deliveries.
13. **Availability:** Certain Foreign Currency may become unavailable after your order is placed. We accept no liability for any losses that you may incur due to such unavailability.
14. **Residential delivery:** For delivery to a residential address, Foreign Currency will be delivered by the courier service selected by CPC and may only be delivered to the residential address that you provided at the time of registration, as the same may be updated in your registration profile from time to time. It is your responsibility to ensure the information in your profile remains accurate. Deliveries will not be made to PO boxes or commercial addresses. Deliveries are subject to the terms and conditions of the courier service which, can be found at the [Canada Post website](#). You agree to these terms and conditions when you place an order through CPC Foreign Cash Online. You agree that the courier may leave any Foreign Currency with any person who appears to be an adult at the delivery address and that neither the courier nor CPC has any duty to verify the age or identity of the recipient. It is your responsibility to ensure that you have made proper arrangements for the receipt of the parcel containing the Foreign Currency you have purchased as CPC accepts no responsibility for Foreign Currency that have been delivered in accordance with the terms and conditions of the courier. The delivery of Foreign Currency is subject to restrictions based on Weather Conditions or Force Majeure. CPC accepts no liability for any Losses that you may incur due to a delay in delivering Foreign Currency due to Weather Conditions or Force Majeure.
15. **Canada post office location pickup:** You are required to review the location of the selected Canada Post Office location to ensure you will have access to the location. Foreign Currency can only be picked up by the ordering customer whose name is on the order package. You are obligated to show (1) piece of government issued identification and must present either the confirming email or transaction record when picking up cash from the Canada Post Office location. If you choose to place an order for a Canada Post Office location pickup, orders can only be collected by you from the Canada Post Office location chosen during ordering. Pick up is subject to the hours of operation of the Canada Post Office location. Details of the Canada Post Office location's opening hours will be provided to you at the time of your order. Please remember to allow sufficient time to make your pick up before departing.

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16. Hold period/failure to pick-up foreign currency:

- **Home delivery:** If the courier is unable to complete the delivery, a notice will be left with instructions for you to pick up the order. If you do not pick up the order within 10 business days after the day on which the notice was left, the contents of the package will be sold back to CPC.
- **Canada Post office location pick-up:** If you do not pick up the order within 10 days after the scheduled pick-up date, the contents of the package will be sold back to CPC.
The sale back to CPC will occur when the Foreign Currency arrives at CPC's processing center at the rate at which CPC can sell the Foreign Currency back to its foreign currency supplier. The purchase price may be greater or lesser than the one in place at the time you purchased the Foreign Currency. This automatic buy back may result in loss to you and you bear all market risk. You will have no other remedies against CPC in respect of a shipment that has not been picked up. If you make a request, CPC may extend the holding period on a commercially reasonable efforts basis only and does not guarantee that any extension will be honoured. If you would like to request an extension of the holding period, please email Mailbox.FXCashOnlineSupport@cibc.com.

17. Changes to or removal of the services: You understand that we may add, remove or change any part or feature of CPC Foreign Cash Online, the Information Services or the Web Site at any time, without giving notice to you. We may withdraw your access to CPC Foreign Cash Online 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.

18. No liability for use of site: CPC will only be liable to you for direct damages that are finally judicially determined to have resulted from our gross negligence, fraud or willful misconduct. CPC WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM THE INABILITY TO USE THIS SITE OR THE SITE INFORMATION, OR AN ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, SYSTEM FAILURE, LOSS OF DATA OR OTHERWISE, EVEN IF CPC OR ITS REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OF EXPENSES. Without limiting section 6 of these Terms and Conditions, in no circumstances will CPC be liable to you for any damages resulting from:

- Your failure to sign off of CPC Foreign Cash Online after you have finished using it;
- Your failure to comply with any of your obligations under these Terms and Conditions or the Legal Notices;
- Your failure to use up to date anti-virus software, anti-spyware software and a firewall on the Electronic Device you use to access CPC Foreign Cash Online, if such security measures are available for the Electronic Device you used;
- Government restrictions or actions, exchange or market rules or the suspension of trading; or
- A situation in which CPC Foreign Cash Online is unavailable for any reason, or is available but subject to delays or errors.

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.

19. Applicable law: Except where prohibited by the laws of your jurisdiction, this site and your use of CPC Foreign Cash Online will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law.

20. Our process for resolving your complaints: We have created a process for dealing with complaints that we believe is both effective and efficient. We expect every CPC employee who receives a customer complaint to take ownership of the issue and ensure that the complaint is resolved quickly. If you have a complaint, we encourage you to follow the complaint procedure outlined here.

Where you do business with us: In most cases, a complaint is resolved simply by telling us about it. You should be able to get swift results by talking to our employees or Manager where you do business with us. You can speak with us by calling Mailbox.FXCashOnlineSupport@cibc.com.

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21. **Definitions:** In these Terms and Conditions, the following terms have the following meanings:

"Electronic device" means any electronic device that we allow you to use to access CPC Foreign Cash Online including, a personal computer, cellular phone, telephone, smart phone, or personal digital assistant.

"Force majeure" means delay or failure to perform undertakings because of, but not limited to, storms, fires, strikes, lockouts, floods, riots, acts of God, war, governmental controls or regulations, delays in transportation, delays or defaults caused by common carriers.

"Foreign currency" means the foreign currency being purchased from CPC Foreign Cash Online.

"Information provider" means a supplier who provides us, directly or indirectly, with all or part of our Information Services.

"Information services" means any information services we may make available online, including news, market quotations, and information about events or third parties.

"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, without limitation, 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 or CPC Foreign Cash Online, even if CPC was advised of the possibility of damages or was negligent.

"Password" means a confidential combination of numbers and/or letters you use to sign on to or transact on CPC Foreign Cash Online or a telephone system related to CPC Foreign Cash Online you have chosen that permit you to sign on to CPC Foreign Cash Online if you forget your password.

"User ID" means the user ID that you use to sign on to CPC Foreign Cash Online.

"Weather conditions" include, but are not limited to, hurricanes, tornadoes, hail, lightning, fog, flash floods, winter storms, extreme cold, ice storms, and blizzards.