

Corporate Internet Banking Registration, Payment & Transfer Agreement

Signatory Information

I/we continue to be bound by the Internet Banking, E-mail and Telephone Agreement including those terms and conditions excluding/limiting the bank's liability.

Additional Terms and Conditions for Corporations requesting Internet Banking Wire Transfers and 3rd Party Payments

These provisions are supplemental to the CIBC Caribbean Internet Banking, E-mail, Fax and Telephone Agreement and must be read as incorporated into and forming part thereof.

Customer Instructions

1. Customer Instruction will only be accepted if it has been effected through CIBC Caribbean Internet Banking using the appropriate Password(s) and SecureID Token PINs and Codes in accordance with CIBC Caribbean Internet Banking Customer Welcome Kit and additional instructions available at www.cibccaribbean.com; or the original Internet Banking Agreement, and as shall be prescribed by the Bank from time to time.
2. You request and authorise CIBC Caribbean to treat all apparently valid Customer Instructions received by the Bank as instructions properly authorised by you, even if they conflict with the terms of any other existing mandates given by you at any time concerning your accounts or affairs. Subject to our obligations arising from the terms of Clause 1 above, CIBC Caribbean shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
3. Customer expressly agrees that if there exists any requirement in their General Banking Mandate for CIBC Caribbean to verify two or more signatures on checks or transfer of funds, that requirement does NOT apply to Customer Instructions for funds transfers, including online Wire or Payments, using CIBC Caribbean Internet Banking Services.
4. Customer understands and accepts that Bill Payments made via the CIBC Caribbean Internet Banking will be initiated and executed in one action. We also understand that any Bill Payments initiated by any user assigned by the Corporate Administrator will not require additional approval.
5. Where accounts held under different tax identification numbers or territories are included on one Internet Banking customer profile, the Customer acknowledges that an employee/individual Delegate User of one business account may be given authority by the Customer's Corporate Administrator to transfer funds or conduct other transactions on accounts of other businesses included in the Internet Banking customer profile.
6. In consideration of CIBC Caribbean agreeing to act upon this Agreement, You hereby indemnify CIBC Caribbean in full against all costs, claims, liabilities, actions and expenses (including all legal costs and expenses) suffered or incurred by CIBC Caribbean while acting in accordance with the terms of this Agreement, provided however, You shall not have any liability under this Agreement for special, indirect, punitive or consequential damages. Notwithstanding the foregoing, You shall not be liable to CIBC Caribbean for any such cost, claims, liabilities, actions and expenses (including all legal costs and expenses) arising from CIBC Caribbean's, or its respective employees', officers' or directors' gross negligence or wilful misconduct. This indemnity shall survive the termination of any Service and this Agreement for a period of two (2) years after such termination.

Security

1. You and all Delegate Users agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding CIBC Caribbean Internet Banking security including, without limitation, the security recommendations contained in the Internet Banking Welcome Kit and those found on our website at www.cibccaribbean.com. You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the CIBC Caribbean Internet Banking Service, and information stored on your computing and communications systems, and in particular your and any of your Delegate Users' control of Passwords and SecureID Tokens and access to CIBC Caribbean Internet Banking.

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2. You agree that it is your responsibility to ensure that each of your Customer Delegates complies with the terms of this Agreement and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the CIBC Caribbean Internet Banking Welcome Kit and the online information for Corporate Administrators, available at www.cibccaribbean.com.
3. You hereby undertake to take appropriate steps to ensure that each and every Customer Delegate(s) keep(s) their Passwords, and RSA SecureID Tokens secure and secret at all times and to prevent unauthorised use thereof; including but not limited to the following steps:
 - never write or otherwise record Passwords in a way that can be understood by someone else;
 - never reveal Passwords to anyone else including our staff;
 - destroy any advice from us concerning Passwords promptly after linking their Internet Banking logon details to their www.cibccaribbean.com Site logon;
 - avoid Passwords which may be easy to guess such as passwords used in connection with third parties;
 - inform us immediately if they believe that an unauthorised third party may have seen or have had access to their Passwords or access to their SecureID Token;
 - never record Passwords on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or the like on their Internet browser);
 - ensure that they are not overlooked by anyone or monitored by closed circuit TV and avoid allowing anyone to identify the keys they are pressing while logging on;
 - change Passwords on a regular basis and do not alternate between passwords;
 - never personalise their SecureID Token in such a manner so as to allow or facilitate anyone to link the SecureID Token to them; and
 - Never allow anyone to come into possession or take control of or use their SecureID Token.

Notification of any Changes to User Delegates

1. If you suspect any impropriety on the part of any Delegate User in connection with the CIBC Caribbean Internet Banking Service or a Customer Delegate leaves your business, you must ensure that the Corporate Administrator immediately takes all steps available to ensure that the Delegate User is unable to access the CIBC Caribbean Internet Banking Service.
2. If you suspect any impropriety on the part of the Corporate Administrator in connection with the CIBC Caribbean Internet Banking Service or the Corporate Administrator leaves your business, you must immediately take steps to replace such Corporate Administrator.
3. You must also provide the bank with timely notice of any changes to Delegate User access to the CIBC Caribbean Internet Banking International Wire Transfer and/or 3rd party Payment services. Notification of these amendments to user access can be communicated to the bank by completing the CIBC Caribbean Cash Management Application Form where appropriate.