



Internet, E-mail, Fax and Telephone AGREEMENT

TERMS AND CONDITIONS

For Internet, E-mail, Fax and Telephone Channels

I agree that my use of any CIBC Caribbean Bank Limited electronic banking channel will be in accordance with the following terms and conditions and that my use of any CIBC Caribbean Bank Limited electronic banking channel signifies both my acknowledgement and acceptance of the terms and conditions below.

In this Agreement, "I", "me", and "my" mean the undersigned corporation, partnership, association, sole ownership or individual; the term "Communications" means any instructions or information from, or purporting to be from, me or my e-mail address.

A. Internet e-mail, telephone and Fax

Any reference in this Agreement to "instructions" or "my instructions" refers to Internet e-mail ("e-mail"), telephone or fax instructions.

In exchange for CIBC Caribbean Bank (Barbados) Limited or CIBC Caribbean Wealth Management Bank (Barbados) Limited or CIBC Caribbean Bank (Bahamas) Limited or Sentry Insurance Brokers Limited or CIBC Caribbean Bank (Cayman) Limited or CIBC Caribbean Bank (Jamaica) Limited or CIBC Caribbean Bank (Trinidad & Tobago) Limited and such other subsidiaries or affiliates of CIBC Caribbean Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies (each known as "CIBC Caribbean") agreeing to accept instructions in accordance with this Agreement, given from time to time to the CIBC Caribbean Bank Limited office noted above (the "office"), I agree as follows:

1. Authorized Instructions. I authorize CIBC Caribbean to accept any method of instructions from me:

- (a) to provide account and transaction information;
- (b) to transfer funds between my accounts;
- (c) to transfer funds from any account in my name to any individual, firm or corporation;
- (d) to deal in any manner with stocks, bonds or other types of securities held in or to be purchased for my account;
- (e) to issue stop payment orders;
- (f) relating to foreign exchange transactions; or



(g) relating to transactions in connection with any existing credit arrangement between CIBC Caribbean and me.

I understand that CIBC Caribbean reserves the right to first obtain verbal or written confirmation before executing any such instructions.

2. Use of e-mail. If I use e-mail to communicate with CIBC Caribbean, I authorize CIBC Caribbean to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, CIBC Caribbean will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications. If I am a corporation, partnership, or unincorporated association, CIBC Caribbean will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications and that bears both my name (company name) as well as the name of my authorized signatory (individual name).

3. Passwords.

I understand that if I have enabled touch identification or any other biometric fingerprinting recognition feature as my password to log on to any CIBC Caribbean electronic banking channel, any fingerprint stored on my cellular phone or other electronic device will be able to access any of those electronic banking channels. I agree that I will not be able to assign or restrict which fingerprint(s) stored on my device can access any of CIBC Caribbean's electronic banking channels.

4. Risks of using cellular phones and e-mail. I understand that cell phones and Internet e-mail are not secure means of communication and that CIBC Caribbean does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that CIBC Caribbean recommends that customers do not share confidential information with anyone via the use of cell phones or e-mail or share their Internet access or share my passwords with others. If I nonetheless choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that:

- someone could intercept, read, transmit, retransmit or alter my messages and/or instructions;
- e-mail messages could be lost, delivered late, or not received;
- computer viruses could be spread by e-mail causing damage to computers, software or data. CIBC Caribbean therefore recommends that all customers use up-to-date virus-checking software
- someone could access my account and perform transactions using my account

Acting on instructions. CIBC Caribbean may act on instructions and information from, or purporting to be from, me as if I had given CIBC Caribbean such instructions or information in writing, until CIBC Caribbean has received written notice to the contrary.



6. Confirmation of telephone and e-mail instructions. I acknowledge that CIBC Caribbean may request that I provide confirmation of telephone and e-mail instructions to CIBC Caribbean on the day that they are given by mailing to the CIBC Caribbean office a written confirmation signed by me. CIBC Caribbean may, but need not, notify me of any discrepancy between the instructions as understood by it and the written confirmation from me, provided that the failure to so notify me shall not amount to gross negligence or willful misconduct.

7. Validity of Communications. All my Communications that CIBC Caribbean accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from me, were not properly understood by CIBC Caribbean (except for CIBC Caribbean's gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the CIBC Caribbean office at which they are received.

8. Doubts as to my Communications. CIBC Caribbean does not have to act upon any of my Communications if it is unsure whether they are accurate or are really from me or if CIBC Caribbean does not understand them.

9. CIBC Caribbean's liability. CIBC Caribbean will not be responsible for any costs, damages, demands or expenses that I may incur due to CIBC Caribbean's acting or failing to act upon my Communications (except for CIBC Caribbean's gross negligence or willful misconduct). In the event of CIBC Caribbean's gross negligence or willful misconduct, CIBC Caribbean's liability will be limited to the amount involved in my Communication. CIBC Caribbean will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.

10. Indemnity clause. I will indemnify and save CIBC Caribbean harmless from any claims, damages, demands and expenses that CIBC Caribbean incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from CIBC Caribbean acting, or declining to act, on any of my Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to CIBC Caribbean.

11. Corporations, Partnerships and Associations. If I am a corporation, partnership or association, CIBC Caribbean may only accept my Communications when they are from, or purport to be from, my signing officer(s) who is/are authorized to sign in accordance with my General Banking Resolution or Resolution-Re: Banking and Security, signing authorities and the terms of this Agreement. If I am a corporation, I confirm that I have obtained the approval of my board of directors or shareholders, as applicable; to enter into this Agreement and I will provide CIBC Caribbean an appropriately signed resolution to this effect from my board of directors.

12. Storing information. CIBC Caribbean may record and store all information relating to my account in such form and by such means as CIBC Caribbean sees fit. I acknowledge that CIBC Caribbean is not required to retain or return original items (other than to retain and return to me the items normally returned in accordance with CIBC Caribbean's general practice) or to provide



me with copies of any account statements, items or other documents. I understand that CIBC Caribbean may, in its discretion and subject to availability, provide me with copies of account statements, items or other documents at my request.

If I request copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, I will accept copies made from that storage medium. I acknowledge that CIBC Caribbean is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. I will pay CIBC Caribbean its applicable charges for any searches I request. I acknowledge that CIBC Caribbean may, however, require me to pay part of such search fees in advance.

13. Consent. I understand that CIBC Caribbean protects all of my Information but there are instances where CIBC Caribbean will need to provide Information to third parties and CIBC Caribbean requires my consent in order to do so.

I hereby consent to the collection, use and sharing by CIBC Caribbean (including its parent, CIBC, subsidiaries, related entities or affiliates or their respective successors and assigns) (the "Bank Group") of Information about me collected during the course of my relationship with CIBC Caribbean with any member or members of the Bank Group, in whichever country such member conducts business. I also consent to CIBC Caribbean collecting, using and sharing Information with any domestic or foreign: (a) governmental, regulatory (including bank regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments (b) financial institutions (including correspondent or intermediary banks) (c) entities providing outsourcing services to CIBC Caribbean (d) credit bureaus or similar reporting agencies, or (e) authorities, agencies, departments or other parties as may reasonably be required for the purposes of (i) identifying me; (ii) qualifying and providing me with products and services; (iii) processing my transactions; (iv) verifying Information I may provide; (v) managing CIBC Caribbean's or the Bank Group's business; (vi) protecting me, CIBC Caribbean or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing me about other products or services.

CIBC Caribbean will only be liable for direct damages resulting from CIBC Caribbean's, its parents', subsidiaries', affiliates', agents', suppliers' or third party service providers' negligent acts or omissions arising from the performance of the obligations under this agreement.

For the purposes of this clause, "Information" means any information or data in any form, including paper, electronic, video or voice recording, and includes (but is not limited to) personal information (such as name, address, contact details, age, marital status, education, employment history, identification numbers, financial information and credit records) or any information or record either (a) related to any product or service provided by the Bank Group to me or an



account over which I have signing authority or a legal or beneficial interest or ownership or (b) to transactions (including those between me and CIBC Caribbean) in respect of these products or services.

14. Money Laundering. Money Laundering legislation requires that CIBC Caribbean verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to CIBC Caribbean to disclose this information to money laundering prevention and control officers within CIBC Caribbean, for the purpose of ensuring CIBC Caribbean complies with money laundering legislation. I will indemnify CIBC Caribbean for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable money laundering legislation regarding my account, including but not limited to seeking direction from a court of competent jurisdiction on CIBC Caribbean's rights and obligations in such matters.

15. Authorization. I understand that by executing this Agreement I authorize CIBC Caribbean to accept and irrevocably honor any and all instructions set out in Section 1 of this Agreement. I further agree that any one of the signatories to this Agreement may authorize these instructions.

16. Accessing CIBC Caribbean electronic banking channel.

I acknowledge and agree that while I may access CIBC Caribbean's electronic banking channels from other jurisdictions outside of the jurisdiction in which this Agreement was made, some aspects of those banking channels may not be available to me in those other jurisdictions. If I access CIBC Caribbean's electronic banking channels from outside the jurisdiction in which this Agreement was made, I do so at my own risk, and bear all responsibility and liability for compliance with any local, provincial, national and international laws applicable.

17. General.

a) *Business hours.* CIBC Caribbean will act on any of my Communications during the usual business hours of the CIBC Caribbean office at which they are received on the earliest banking day possible.

b) *Monitoring facilities* CIBC Caribbean will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since CIBC Caribbean's ability to act on my Communications depends upon the normal functioning of various communication facilities, CIBC Caribbean is not liable for any delay or failure to receive my Communications.

c) *Admissibility.* If it wishes, CIBC Caribbean may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that CIBC Caribbean has of my Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.



d) *Changes to list of authorized Signatories.* I may from time to time notify the CIBC Caribbean office of changes to the list of authorized signatories. No change to that list is effective until the CIBC Caribbean office has received written notice of the change.

e) *Notice.* Either party may give notice to the other by personal delivery or by fax communication in accordance with this Agreement.

f) *Valid agreement.* This Agreement is a valid and binding obligation by me, enforceable in accordance with its terms.

g) *Severability.* If any clause of this Agreement is found by a court to be void or unenforceable, that clause will be severed without affecting any other provisions of this Agreement.

h) *This agreement additional.* This Agreement is in addition to, and not in substitution for, the terms of any other agreement between CIBC Caribbean and me. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

i) *Changes to this Agreement:* Subject to applicable law, CIBC Caribbean may, from time to time, change the terms of this Agreement. CIBC Caribbean will give me not less than thirty (30) days' notice of any such changes (except if local law requires longer notice then the change will become effective after such notice). Such notification may be through mail (at the address appearing in CIBC Caribbean's records), email, postings in CIBC Caribbean's branches, in my Account statements, on CIBC Caribbean's internet sites, ATM screens, or by other like methods. If you do not agree to the changes to this Agreement you terminate this Agreement by giving written notice to CIBC Caribbean.

18. Online Statements.

"Online Statements" means the statements for each of my accounts or credit cards accessible to me through Internet Banking.

"Internet Banking" means CIBC Caribbean's banking services available by internet.

This clause governs my relationship with CIBC Caribbean in relation to my access to Online Statements.

(a) *Cessation of printed statements.* By registering for Internet Banking, I understand and agree that CIBC Caribbean will not mail or otherwise deliver printed statements, unless CIBC Caribbean in its sole discretion deems it appropriate to do so.

(b) *Accessing of my Online Statements.* I agree to examine each of my Online Statements at least once every 30 days. **I agree to notify CIBC Caribbean of any errors, omissions or irregularities in writing within 30 days after the date on which the relevant entry was posted to my account.** I acknowledge that my banking activity that occurred prior to my Internet Banking registration will not appear in my Online Statements.



(c) *Failure to Notify CIBC Caribbean.* If I fail to notify CIBC Caribbean of an error, omission or irregularity in any of my Online Statements in writing and within the time period in clause 18(b) above, then I agree that:

- (i) all entries and balances are correct;
- (ii) all instruments paid from my account are genuine, duly authorised and properly signed;
- (iii) all amounts charged to my account are properly chargeable to me;
- (iv) I am not entitled to be credited with any amount that is not shown in the Online Statements; and
- (v) I release CIBC Caribbean Bank from all claims in connection with the relevant account or credit card.

I will be bound by clauses 18(b) and 18(c) of this Agreement even if I do not review my Online Statements at least once every 30 days.

In the event of any conflict between the provisions in this clause and provisions contained in any agreement in relation to CIBC Caribbean's obligation to mail or send me statements, then the provisions of this clause 18 will prevail.

19. Wire Transfers.

In sending wire transfers via Internet Banking, I agree:

- (a) CIBC Caribbean shall not be liable to me under any circumstances for any loss, injury or damage as a result of CIBC Caribbean acting on my instructions, or instructions purporting to be from me (including any direct, indirect or consequential, exemplary, punitive or special damages arising from any cause of action, including fraud).
- (b) to indemnify CIBC Caribbean and keep CIBC Caribbean indemnified at all times and hold CIBC Caribbean harmless from and against any and all claims and demands, actions and proceedings, damages, (whether direct, indirect or consequential, exemplary, punitive or special damages even if I have been advised of the possibility of such damages in advance), losses, costs and expenses, including but not limited to all legal costs, of whatsoever nature and howsoever suffered or incurred by CIBC Caribbean arising out of or in connection with CIBC Caribbean acting on my instructions, or instructions purporting to be from me.