

TERMS OF USE

By accessing this online application, I/we agree to the following Terms of Use:

"I/We acknowledge that I/We are hereby granted access to FCIB's corporate client onboarding portal in order to provide information that enables me/us to make an online application for one or more of the Bank's products ("Application"), and by submitting the Application I/we confirm that I/we have read, understood and agree to be bound by the following Terms of Use ("Terms of Use"):

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1. I/We consent to the Bank and/or any one or more of the Bank Group performing any one or more of the acts described in sub-sections (a), (b) and (c) of this Clause 1, for the purposes of, including, without limitation: (i) considering and assessing the Application; and (ii) accepting and/or approving the Application; in order to provide the product(s), service(s), loan(s) and/or credit:
 2.
 - a. processing, collecting, using, sharing, recording and/or storing Information with the Bank and/or any one or more of the Bank Group in any country that such member of the Bank Group conducts business; and/or
 - b. processing, collecting, using, sharing, recording and/or storing Information with any domestic or foreign: (i) governmental, regulatory (including, without limitation, the Bank's and/or any one or more of the Bank Group's regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments; (ii) financial institutions (including, without limitation, correspondent or intermediary banks); (iii) entities providing outsourcing services to the Bank, (including without limitation, electronic data processing service bureaus, or contingency backup of data companies); and/or (iv) credit bureaus, credit reference agencies or similar reporting agencies; and/or
 - c. collecting, using, and/or sharing Information with any domestic or foreign authorities, agencies, departments or other parties as may reasonably be required for the purposes of: (i) verifying my/our identification; (ii) qualifying and providing product(s), service(s), loan(s) and/or credit to me/us; (iii) processing my/our transactions; (iv) verifying Information provided; (v) managing the Bank's and/or any one or more of the Bank Group's business(es); (vi) protecting me/us, the Bank and/or any one or more of the Bank Group from fraud, error and/or illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting requirements; (viii)

contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including, without limitation, responding to requests made pursuant to applicable treaties; and/or (x) informing me/us about other product(s) and/or service(s).

3. I/We acknowledge and agree that if I/we provide the Bank with an email address, telephone number, mobile number or any other contact information a Bank sales representative is authorized to contact me/us with regard to my/our Application by any or all of the means I/we provided to the Bank.
4. I/We understand and acknowledge that: (a) the Bank will not ask me/us by electronic communication, to provide or update personal or account information; and (b) the Bank will not authorize any third party to ask me/us by electronic communication, to provide or update personal or account information.
5. I/We hereby represent and warrant that I/we have all necessary approvals to provide and manage the content of this Application and that my/our administrators and users who access and use the portal, and undertake any actions within this portal, have been duly authorized by me/us, to do so on my/our behalf, and I/we shall be solely responsible for their actions.
6. I/We acknowledge that I/we are solely responsible for all transactions, communications and acts or omissions which occur as a result of the use of my/our username and password in respect to this portal by me/us. I/we hereby acknowledge that access to this portal may be monitored by the Bank and the Bank retains the sole right to revoke access to the portal at any time for any reason. I/We acknowledge that only authorised users are allowed access to the Application portal. An authorised user is classified as one who has been issued with a valid user account and password as used by I/We or authorized by I/We.
7. I/We understand and agree that following submission of the Application, my/our attendance at the local branch of the Bank may be required to complete the Application and provide any documents necessary for the Bank to consider and assess the Application and, if applicable, accept and/or approve the Application.

8. I/We understand and agree that acceptance and/or approval for product(s), service(s), loan(s) and/or credit is not automatic and is subject to the Bank's usual criteria, adjudication procedures and due diligence.

9. I/We confirm that I/we have read, understand and agree to be bound by the "CIBC FirstCaribbean Terms of Use" document on the Bank's website.

10. I/We agree that neither the Bank nor any one or more of the Bank Group will be liable for any direct, indirect or consequential, exemplary, punitive or special damages I/we may incur due to the Bank and any one or more of the Bank Group processing, collecting, using, sharing, recording and/or storing Information pursuant to Clause 1 above, and/or acting or failing to act upon my/our instructions, whether provided electronically or otherwise even if the Bank has been advised of the possibility of such damages in advance, except for direct damages resulting from the gross negligence or willful misconduct of the Bank or any one or more of the Bank Group.

11. I/We agree to indemnify, defend and hold harmless the Bank and the Bank Group, and each of them, and any party by whom Information has been processed, collected, used, shared, recorded and/or stored, (including without limitation, contractors, suppliers, electronic data processing service bureaus, credit bureaus, credit reference agencies, financial institutions, other organizations and persons or entities mentioned in Clause 1) from and against any damages, claims, fines, penalties, deficiencies, losses, liabilities, (including, without limitation, settlements and judgments), costs and expenses (including, without limitation, interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals) and other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment suffered or incurred by any one or more of them, directly or indirectly, arising from, in connection with or relating to: (a) the Bank or any one or more of the Bank Group acting or declining to act: (i) pursuant to Clause 1 above; or (ii) upon my/our instructions, whether provided electronically or otherwise; (b) the Bank, the Bank Group, or any one or more of them relying on inaccurate statements, if any, made in my/our Application or subsequently provided to the Bank; and/or (c) the breach by me/us of any agreement contained in my/our Application, in these Terms of Use and/or the "CIBC FirstCaribbean Terms of Use" document on the Bank's website.

12. I/We certify that the information provided in the Application is accurate and correct.

“**I/me/my**” means a Person.

“**We/us/our**” means two or more Persons.

“**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or governmental or regulatory authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative, who is making the Application.

The “**Bank**” means FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean Insurance Agency (Bahamas) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Trust and Merchant Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Cayman) Limited or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) Limited or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or FirstCaribbean International Bank (Curacao) N.V. or CIBC Trust Company (Bahamas) Limited or CIBC Bank and Trust Company (Cayman) Limited or FirstCaribbean International Bank Limited or parents of FirstCaribbean International Bank Limited (including Canadian Imperial Bank of Commerce), or existing subsidiaries or affiliates of FirstCaribbean International Bank Limited, or such subsidiaries and affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of the foregoing companies.

The “**Bank Group**” means the Bank’s agents, contractors, suppliers, related entities and their affiliates and successors and assigns.

“**Information**” means any information or data in any form, including, without limitation, paper, electronic, video or voice recording, and includes, without limitation, personal information (such as name, address, contact details, age, marital status, education, employment history, identification numbers, financial information, credit records, income earnings, credit history) or any information or record either: (a) related to any product or service provided, or to be provided, by the Bank or Bank Group to me/us; or an account over which I/we have signing authority or a legal or beneficial interest or ownership; or (b) to transactions (including those between me/us and the Bank) in respect of these products or services.

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