

1st Insights Terms and Conditions

1. Introduction

In exchange for FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Leeward & Windward) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Bank (Curacao) N.V. and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies (“Bank”, “FCIB”, “we” or “us”) providing you with access to and use of the Insights, you agree to use Insights in accordance with the following terms and conditions (“Terms”) and you agree to be bound by these Terms.

Your use of 1st Insights will show that you have received, understood and agreed to the Terms. You will use Insights in accordance with our directions in the Terms, or as otherwise communicated to you from time to time. Please see the Section 2 of these Terms - Definitions for any capitalized terms not otherwise defined.

2. Definitions

“Account Information” means account type, account number and balance and transaction information regarding Available Accounts.

“Available Accounts” means accounts held with FCIB which we allow you to use for the purposes of 1st Insights.

“Electronic Device” means any electronic device that you use to access 1st Insights including, a computer and cellular phone.

“including” means including but not limited to.

“1st Insights” mean the service provided to you by FCIB through its Internet Banking channels consisting of features and functionalities including the automatic generation of personalized reminders, recommendations and spending forecasts that will show you trends in relation to your use of your Account(s).

“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 the Terms, 1st Insights provided to you, even if FCIB was advised of the possibility of damages or was negligent.

“You” and “your” means the person who uses an Electronic Device to access and use to 1st Insights.

2. Other Agreements

The Terms are supplemental to, and shall be read in conjunction with, as applicable the Internet, Email, Telephone, Fax Agreement (“IEFTA”), Personal Account and Services Application Form, Personal Account Agreement, Business Account and Services Application and Change Form and the Terms and Conditions for Business Accounts and any other agreement you have entered into with us for the provision of banking products and services. In the event of any conflict or inconsistency between provisions contained in the Terms, including any defined terms, and provisions in any other agreement, provisions contained in the Terms will prevail to the extent of such inconsistency. These Terms do not change or amend any other agreement you have with us, including the IEFTA, unless it is expressed specifically to do so.

3. 1st Insights

1st Insights is available in English, despite any language settings in your Electronic Device. 1st Insights may not be accessible at all times. In addition, functionality, features content or information may change, and may not always be available.

4. Fees

We may, at our sole discretion, charge fees for the use of 1st Insights. If you choose to use 1st Insights you authorize us to debit from your Available Account the applicable fees and charges associated with the use of 1st Insights found at www.cibcfib.com.

You acknowledge that your ability to access and use of 1st Insights relies on you having an appropriate active data plan and service for your Electronic Device. It is your responsibility to determine if your wireless carrier provides and/or supports data plans and internet browsing as applicable to the use of Insights. You understand that 1st Insights may no longer be available in the event that the data, or other services, for your Electronic Device terminates, lapses or is suspended. You are responsible for all costs, fees, data plans and related charges associated with your use of Electronic Device(s), and they are not reimbursable by us.

5. Changes

We may amend, suspend or terminate all or any part of 1st Insights or change the Terms (including, applicable interest rates, fees and charges) from time to time. We will give you not less than thirty (30) days' notice, or such longer period as required by law, of any such changes. We may notify you of such changes by sending you a notice (written or electronic), posting a notice in FCIB's branches, displaying a notice on or near FCIB Instant Tellers™, by posting a notice on our website at www.cibcfcb.com or in any other manner, which we may determine from time to time. If you use or access Insights after a change to the Terms, or after we have notified you of a change, it will mean you have accepted the change.

6. Termination

With or without prior notice, we may terminate your access to 1st Insights at any time and for any reason including, if you breach the Terms, if you use 1st Insights for any unauthorized or illegal purposes or you use 1st Insights in a manner inconsistent with any procedures or instructions we establish from time to time, in which case the Terms will continue to apply in respect of past access. We will not be responsible for any loss or inconvenience that may result in such suspension or termination.

To terminate your use of 1st Insights, please turn off 1st Insights on your Settings screen in mobile or Online Banking. If you terminate your use of 1st Insights, you will have access to 1st Insights for the remainder of the current subscription period, in the event that you were billed in advance. You will not have access to 1st Insights after the subscription period covered by fees paid in advance has ended.

7. No Warranty and Exclusion of Liability

For the purposes of this Section, "FCIB" means FCIB and its agents, contractors, distributors, channel partners and associated service providers, and each of their subsidiaries. All the parties listed in the preceding sentence are third-party beneficiaries of this Section. The provisions set out in this Section shall survive termination of the Terms.

We are providing you with 1st Insights on an "as is" and "as available" basis and do not make any representations or provide any warranties concerning them. Without limiting the foregoing, we expressly disclaim all warranties, with respect to 1st Insights. No advice or information obtained by you from us through or from 1st Insights will create any warranty not expressly stated in the Terms. We do not provide tax, legal, financial or investment advice, or investment brokerage services through 1st Insights, and you may not rely on it for any such purpose. You are responsible for your choices in using any recommendations made in conjunction with 1st Insights or Account Information.

You are solely responsible for all information or content that you give us through 1st Insights.

Except as provided in the IEFTA or as required by applicable law, we will not be liable to you for any Losses arising from 1st Insights which include: (i) unsecured communication being inaccurate, intercepted, reviewed or altered by others, or not received by you, (ii) any delay or inability to access Insights, regardless of the cause of action, including negligence, even if we are advised of the possibility of damages, (iii) your failure to receive or view any communication that has been presented to you, or (iv) your failure to fulfill any of your obligations under the Terms, or to comply with any instructions we may provide to you from time to time.

8. Governing Law

The Terms are governed and interpreted in accordance with the laws of the jurisdiction where your Account from which Account Information is used to provide 1st Insights is opened and operating and you agree to submit to and be bound by those laws and the courts of that jurisdiction in the event of any dispute relating to the Terms. Any judgment we obtain will not affect your obligations under the Terms.

9. Severability

If any provision of the Terms shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.