

## mDeposit Agreement

### Terms and Conditions

In exchange for FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Bank (Curacao) N.V. or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited 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 (each known as "**FirstCaribbean International Bank**" or "**we**" or "**us**") agreeing to provide you with use and access to the Service, you agree to the terms and conditions of this Agreement.

You agree that your use of any FirstCaribbean International Bank Mobile Deposit ("**Service**" or "**mDeposit**"), will be in accordance with the following terms and conditions of this mDeposit Agreement Terms and Conditions ("**Agreement**") and that your use of the Service signifies your acknowledgement and acceptance of the terms and conditions below.

1. **Definitions.** In this Agreement, the following terms will have the following meanings:

"**Account**" means any account you have with FirstCaribbean International Bank including, personal and business related accounts.

"**Agreement**" means this FirstCaribbean International Bank's mDeposit Agreement.

"**Business**" means a sole proprietorship, partnership, corporation, unincorporated association or other business entity or arrangement.

"**Business Day**" means Monday to Friday, excluding statutory holidays observed by FirstCaribbean International Bank.

"**Electronic Device**" means any electronic device that we allow you to use to access the Service including hardware such as a, mobile device with access to its functional camera.

"**Images**" has the meaning given in Section 2.

"**Losses**" means any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, fees and expenses of lawyers, accountants and other experts and professionals or other 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 this Agreement or the Services provided to you, even if FirstCaribbean International Bank was advised of the possibility of damages or was negligent.

**"Mobile App"** means FirstCaribbean International Bank's banking services available via mobile application on your smartphone device.

**"Online Banking"** means FirstCaribbean International Bank's banking services available by internet.

**"Password"** means a confidential combination of numbers, letters and/or symbols you use to sign on to Online Banking to access the Service.

**"User"** means an individual or entity that has been authorized by the Business to use the Service.

**"User ID"** means the user ID you use to sign on to Online Banking to access the Services.

**"you"** and **"your"** means the individual agreeing to this Agreement or the corporation, partnership, unincorporated association, sole proprietorship or other business entity or arrangement on behalf of whom the individual is agreeing to this Agreement.

2. **mDeposit:** The Service allows you to make deposits to your Account(s) remotely by scanning and creating electronic images of the front and back of cheques ("**Images**") with an Electronic Device and delivering the Images and associated deposit information to us by electronic means. We appoint you as our agent to act on our behalf solely for the purpose of creating and transmitting Images to us. You may not further delegate the role as agent. Qualification requirements may apply to the Service. We reserve the right to change the qualifications at any time without prior notice to you.
3. **Hardware and Software:** In order to use the Service, you must obtain and maintain, at your expense, compatible Electronic Devices and software as specified by us from time to time. FirstCaribbean is not responsible for any third party Electronic Device or software you may need to use the Service.
4. **Fees:** When you conduct transactions through the Service, you may be charged the transaction fees and charges available at <https://www.cibcfcb.com/schedule-of-charges>, which fees will be deducted from your Account, or billed to you, as set out at <https://www.cibcfcb.com/schedule-of-charges>. You acknowledge that third parties, including providers of Electronic Devices and software, may charge you additional fees for access to the Services.
5. **Access to the Service:** Any individual or entity authorized by you to access the Service shall do so through the Mobile App that allows access to the Services through Online Banking by entering a User ID and Password. Use of the Service through your User ID and Password will be deemed to be a use authorized by you and will be binding upon you. You assume the risk for the fraudulent or unauthorized use of the Services and Online Banking and the Mobile App or your User ID and Password. You will notify FirstCaribbean International Bank immediately if you become aware of any loss or theft, or any unauthorized or suspected unauthorized use of the Service or your User ID and Password. By designating a User, you authorize that person or entity to view information about the Business and to carry out transactions contemplated by the Service on behalf of the Business. You accept the responsibility for all Losses that may arise from any unauthorized use of the Service by any person or entity, including a User misusing his, her or its authority in any way, either purportedly on the Business' behalf or for personal or other purposes. You will ensure that all Users meet eligibility or other requirements for access to the Service that are communicated to the Business by FirstCaribbean International Bank. You will ensure that each User ID will be used only by a User that was authorized by the Business and to whom we issued the User ID.

6. **Eligible items:** You may Image and deposit any of the following original paper items issued by a bank located in the jurisdiction that your Account was opened and is operated and payable in the same currency as your Account: personal, business and government cheques, and certified cheques. You agree you will not Image and deposit any of the following:
  - a) Items payable to any person or entity other than the person or entity that owns the Account that the item is being deposited into;
  - b) Items which have been altered on the front or back, or which you know or suspect, or should know or suspect, are fraudulent;
  - c) Items payable jointly;
  - d) Items drawn on a financial institution located outside of the jurisdiction that your Account was opened and is operated;
  - e) Photocopies, PDFs, printouts or other copies of items;
  - f) Items which are not drawn in the local currency of the jurisdiction that your Account was opened and is operated
  - g) Items which are postdated or dated more than 6 months prior to the date of deposit;
  - h) Items with any endorsement on the back other than as specified in this Agreement;
  - i) Items which have been already deposited through the Service, any other remote deposit capture service offered at another financial institution, in-person at any financial institution including FirstCaribbean International Bank or any other means.
  
7. **Endorsements and Procedures:** You agree to endorse any item transmitted through the Service by writing, and in the case of a Business for the authorized signatories writing, the number for the Account that the item is being deposited into onto the back of the item or as we may otherwise instruct, before scanning and transmitting the Image through the Service. You agree to follow any other procedures and instructions for use of the Service as we may establish and advise from time to time.
  
8. **Receipt of Items:** We reserve the right to reject any item transmitted through the Service, at our discretion. An item may be returned to FirstCaribbean International Bank by the paying financial institution because, among other reasons, the paying financial institution determines that the item cannot be processed, is illegible, or is otherwise unacceptable. We are not responsible for items we do not receive or for Images that are corrupted or not fully received during transmission nor are we responsible for the determination made by a third party financial institution. We may charge back to your Account at any time, any item that we subsequently determine was not eligible for deposit including duplicate deposits (where the same Image and or cheque were already deposited). If the deposit amount does not match the amount of the Image, we may, without in any way limiting our other rights in this Agreement, adjust your Account to reflect the amount on the Image received by us. You agree that we are not liable for any Loss, or fees you may incur as a result of our charge back or adjustment.
  
9. **Availability of Funds:** The day of deposit will be considered to be the Business Day that the deposit is posted to the Account. Funds will be credited to your Account after our receipt of the Image but availability and access to the funds will be subject to FirstCaribbean International Bank's internal policy and procedure for holding and for your access to funds limit.
  
10. **Transaction Processing Times:** Deposits made after the applicable cut-off time for the country in which the Account is operated will have a transaction date of the next Business Day.

11. **Destruction and Replacement of Transmitted Items:** You agree to retain the item for at least 90 calendar days from the date of deposit, and destroy it within 120 calendar days of deposit. During the time you retain the item, you agree to promptly provide the item to us should we request it. You are responsible for any and all costs associated with obtaining a replacement negotiable item in the event that we request you re-transmit an Image, and the original item was marked (in accordance with section 7 Endorsements and Procedures), destroyed or otherwise lost. If you do not comply with any request made pursuant to this Section, then we can place a hold on or reverse any credit made to your Account in relation to the item, even if this creates an overdraft on your Account.
12. **Deposit Limits:** We may establish limits on the dollar amount of items and/or the number of items which can be deposited. These limits may change from time to time without prior notice to you. If you attempt to make a deposit in excess of these limits, we may reject the deposit transaction. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such deposits at other times.
13. **Presentment:** The manner in which the items are cleared, presented (or re-presented) for payment, and collected shall be at our sole discretion.
14. **Errors in Transmission:** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected item or information disclosed through such errors.
15. **Image Quality:** The Image transmitted to us using the Service must be legible, as determined in our sole discretion and must include, among other things, clearly legible and unaltered magnetic ink character recognition (“MICR”) information. The image quality of items must also comply with requirements established from time to time by FirstCaribbean International Bank and or applicable laws or regulations. If an item cannot be deposited, we will inform you that the item has been rejected and cannot be deposited using this Service in which case you should contact FirstCaribbean International Bank Customer Care via <https://www.cibcfib.com/about-us/contact-us> . You agree that we shall not be liable for any Losses resulting from an item’s poor image quality, including those Losses related to rejection of or the delayed or improper crediting of such an item, or from any inaccurate information you supply regarding the item.
16. **Representations and Warranties:** You represent and warrant to FirstCaribbean International Bank that:
  - a) You will only transmit eligible items;
  - b) At the time of depositing the items using the Service you have not already deposited or cashed the item by any means;
  - c) You will not re-deposit;
  - d) You will not re-present the original item unless specifically asked by us in writing to do so;
  - e) in using the Service, you will comply with this Agreement and all applicable rules, laws and regulations;
  - f) You only use secured Electronic Devices;
  - g) You will take all necessary precautions to prevent any other person other than a User from purporting to create or transmit an Image to the credit of your Account; and

h) In the case of a Business, you have the authority to sign alone on the Account(s) and bind the Business to the terms of this Agreement.

17. **Cooperation with Investigations:** You agree to cooperate with FirstCaribbean International Bank in all investigations related to your use of the Service, including unusual transactions, poor quality transmissions, and resolution of third party claims, including by providing, upon request and without further cost to us, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
18. **Suspension:** Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you, if FirstCaribbean International Bank encounters a problem with your use of the Service or determines, in its sole discretion, that there may be suspicious activities or any other activity that may compromise the Service or its integrity or security. You understand and agree that such action is reasonable for FirstCaribbean International Bank to take in order to protect FirstCaribbean International Bank and its other clients from harm. In the event of such suspension, you may request reinstatement of the Service by contacting FirstCaribbean International Bank at Customer Care via <https://www.cibcfib.com/about-us/contact-us>. FirstCaribbean International Bank may grant or deny reinstatement of your use of the Service. If FirstCaribbean International Bank agrees to reinstate you, FirstCaribbean International Bank may initially reinstate your use of the Service subject to lower per-transaction limits and/or with other restrictions.
19. **Termination:** We may terminate your access to the Service at any time and for any reason including, but not limited to, if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with any procedures or instructions we establish from time to time, in which case this Agreement will continue to apply in respect of your past access and use. We will not be liable for any Losses or inconvenience that result from our termination of your access.
20. **Limitation of Liability:** You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement and any other agreement you may have with FirstCaribbean International Bank, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our obligations under this Agreement and we will not be liable to you for any Losses. These limitations apply to any act or omission by us or our officers, directors, affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort (including negligence), statute or any other doctrine of law.

Gross negligence in this Agreement means conduct (whether through action or inaction, or through words or silence) which is (a) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

21. **No Liability in Certain Cases:** Subject to applicable law and notwithstanding Section 20 Limitation of Liability above, we will not under any circumstances be liable to you for any Losses resulting from:

a) the Service, including but not limited to:

- any delay in processing a deposit;
  - any requirement that you obtain another negotiable item;
  - technical difficulties or interruptions in the Service; or
  - your use or inability to use the Service;
- b) Failure to sign off from Online Banking after you have finished using it, regardless of whether or how the Service was accessed;
- c) Failure to comply with any of your obligations under this Agreement, including those in Sections 5 Access to the Service, 6 Eligible Items, 7 Endorsements and Procedures and 11 Destruction and Replacement of Transmitted Items;
- d) Failure to use up to date and available security protection including anti-virus software, anti-spyware software and a firewall on any Electronic Device you use to access the Service;
- e) Any situation in which the Service is unavailable for any reason, or is available but subject to delays or errors; or
- f) The circumstances where we have indicated that we will not be liable or responsible or that you are responsible in Sections 3 Hardware and Software, 5 Access to the Service, 6 Eligible Items, 7 Endorsements and Procedures, 8 Receipt of Items, 11 Destruction and Replacement of Transmitted Items, 12 Deposit Limits, 14 Errors in Transmission, 15 Image Quality, 18 Suspension, 19 Termination and 25(f) Accessing the Services from other Jurisdictions of this Agreement.

These limitations apply to any act or omission by FirstCaribbean International Bank and/or its 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.

22. **Indemnification:** You agree to indemnify and hold FirstCaribbean International Bank harmless from and against all Losses we may incur other than due to our own gross negligence or misconduct, including legal fees and disbursements incurred by FirstCaribbean International Bank, arising from a breach of any part of this Agreement by you or by the Business or a User, or from FirstCaribbean International Bank acting or declining to act upon any instruction or information given to us under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that you may provide to us, and will survive any termination of this Agreement.
23. **Acknowledgement:** You acknowledge and understand that the existence and enforcement of the limitations of liability and indemnities in favour of FirstCaribbean International Bank in this Agreement also benefit you because if such limitations of liability and indemnities were not contained in this Agreement and enforced in accordance with their terms, the fees and charges payable by you to FirstCaribbean International Bank for the Services would be considerably higher.
24. **No Warranties:** We disclaim any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the Service, including any warranties and conditions as to merchantability, operation, currency, timeliness, merchantable quality, fitness for a particular purpose, title, non-infringement, security, and accuracy. We do not represent or warrant that:
- a) the Services will meet your requirements;
  - b) the Services will be error free or provided on an uninterrupted or continuous basis;



- c) there will be no delays, no difficulties in use, no defects, or no incompatibilities with your use of the Services;
- d) all deficiencies in the Services can be found or corrected; and
- e) that the Services and any communication from us, whether from the Services, or otherwise, is free of viruses, malicious code, unauthorized programs, disable code, or other harmful components.

25. **General:**

- a) **Additional Agreements.** These terms and conditions of this Agreement are in addition to and not in substitution for, the terms and conditions of any other agreements between you and FirstCaribbean International Bank including but not limited to the Internet, Email, Fax and Telephone Agreement. If any conflict arises between this Agreement and any other agreement between you and FirstCaribbean International Bank, you agree that this Agreement will prevail to the extent of such conflict in relation to the Service.
- b) **Notices and Changes to this Agreement.** Subject to requirements of applicable law, we may, from time to time, give you notices and or change the terms of this Agreement (including but not limited to, applicable fees, charges or interest rate) by providing you with notice of any such changes in accordance with this section. We will give you not less than thirty (30) calendar days' notice or such longer period as required by law of any such changes, (such notification may be through mail, email, postings in the Bank's branches, in your Account statements online, on the FirstCaribbean International Bank's internet sites, mobile application, ATM screens, or by other like methods). Your continued use of the Service after such notification means you agree to the amended terms and conditions.
- c) **Changes to the Service:** We may from time to time make any changes we deem necessary in the way in which the Service is provided and carried out, and the means used for doing so, including without limitation, changes in equipment, software, accessibility periods, and methods and procedures relating to security and operations. In addition, we may increase or decrease any transaction limit applicable to the Service at any time without prior notice to you.
- d) **Governing Law and Dispute resolution:** This Agreement is governed and interpreted in accordance with the laws of the jurisdiction in which the Account is opened and operated. 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 this Agreement.
- e) **Severability:** If any term of this Agreement 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.
- f) **Accessing the Services from other Jurisdictions.** You acknowledge and agree that while you may access the Services from other jurisdictions outside of the country in which your Account is opened and operated, some aspects of the Services may not be available to you in those jurisdictions. We are only offering to you Services that are legally permitted in the jurisdiction from which you access the Service. If you access or use the Services outside of the jurisdiction in which the Account is opened and operated, you do so at your own risk, and you bear all responsibility and liability for compliance with any local or international laws that are applicable to such access or use of the Services.



**FirstCaribbean**  
International Bank