

CIBC BANK USA DIGITAL SERVICES AGREEMENT

Revised October 2025

This CIBC Bank USA Digital Services Agreement governs your access to and use of CIBC Bank USA's consumer online and mobile banking services ("Digital Services"). CIBC Bank USA is referred to herein as "Bank", "us" "we" and "our." "You" or "your" refers to the owner or authorized signer of an eligible deposit account or loan with Bank ("Account") and anyone authorized by such person to access or use the Digital Services on their behalf. "Digital Banking" refers to Bank's online platform through which you can access the Digital Services and "Mobile Banking" refers to the Bank's mobile application through which you can access the Digital Services. Both Digital Banking and Mobile Banking are considered Digital Services.

Your use of the Digital Services is governed by this Digital Services Agreement and any other terms and conditions we provide to you in connection with the Digital Services (collectively, the "Agreement"), the agreements applicable to your Accounts ("Account Agreement"), and all applicable federal and state laws and regulations, and the rules and guidelines of any payment network, clearinghouse or other association used by Bank to provide the Digital Services from time to time ("Applicable Law"). If there is a conflict between the terms of this Agreement and your Account Agreement, the terms of this Agreement will control unless your Account is a loan or line of credit, in which case the terms of your Account Agreement will control in the event of a conflict. In order to use Digital Services, you must also agree to the CIBC Bank USA Electronic Disclosure and Consent Agreement ("Electronic Consent Agreement"), which allows the Bank to provide certain information electronically and includes software and hardware requirements necessary in order for you to access the electronic documents. As provided in the Electronic Consent Agreement, withdrawing your consent to receive communications electronically terminates this Agreement and your access to Digital Services.

When you use or access, or permit any other person or entity to use or access the Digital Services, you agree to the terms and conditions in this Agreement.

1. ELIGIBILITY. To use Digital Services, you must have at least one Account with Bank. By enrolling in the Digital Services, you represent that you are 18 years of age or older and authorized to enter into this Agreement and to access the Account through the Digital Services. We reserve the right, in our sole discretion, to determine your eligibility to use any Digital Services and to restrict access to certain types of Accounts and transactions or impose other limits on the use of Digital Services and you agree not to exceed any such limits. Some Digital Services may have a separate enrollment process before they will be available for use and/or additional terms that apply to that Digital Service (which, for the avoidance of doubt, are part of this Agreement).

2. ACCESS. We grant you a nonexclusive, limited, and revocable right to access and use Digital Services for your personal use only. You agree not to use Digital Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of Digital Services without our prior written consent. You agree to use Digital Services solely as provided in this Agreement. Bank and its licensors retain all rights, title and interest in and to the Digital Services. You understand that availability of the Digital Services may be suspended or delayed during periods of maintenance, high Internet traffic, system interruption or failure or other factors beyond our control, and we will not be responsible for any difficulty or delays you may have in accessing the Digital Services. During such an event, your data may be lost or destroyed and you will be responsible for verifying the accuracy and completeness of any affected transactions through means other than the Digital Services.

3. THIRD-PARTY CONTENT. You may be able to link to third party websites or content through the Digital Services ("Third-Party Content"). We do not endorse or recommend any Third-Party Content nor are we responsible for your use of or reliance on any such Third-Party Content, which is at your own risk. Your use of Third-Party Content may be subject to a license and your information may be collected and used in a manner that is different from our Privacy Notice.

4. HARDWARE AND SOFTWARE REQUIREMENTS. You are responsible for obtaining, installing, maintaining, and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use Digital Services and in accordance with the hardware and software requirements set forth in the CIBC Bank USA Electronic Disclosure Consent Agreement. This responsibility includes, without limitation, your utilizing up-to-date web browsers and access devices and reputable encryption, antivirus, anti-spyware, and Internet security software. Additionally, you are responsible for obtaining internet services via the internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks by using the Digital Services. You are solely responsible for the data security of the Systems used to access Digital Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested Digital Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, your Systems.

5. SECURITY CREDENTIALS. You will be required to use certain security credentials, which may include a password, user ID, PIN or other authentication code or token (collectively, "Credentials") to access the Digital Services. You agree that we are authorized to act on any transactions and Instructions received using your Credentials, which will have the same effect as your signature authorizing the transaction or Instruction in writing and signed by you. "Instructions" means any instruction, request, or other communication provided using your Credentials or otherwise provided on your behalf to Bank to perform a transaction or take other action using the Digital Services, including but not limited to instructions to make a payment or transfer.

To prevent unauthorized access to your Accounts and to prevent unauthorized use of Digital Services, you agree to: (a) protect and keep confidential your Credentials and not share your Credentials with any third party; and (b) immediately notify us if you have reason to believe your Credentials have been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Accounts has occurred or will occur through Digital Services. To the extent permitted by Applicable Law, you assume all liability for use of your Credentials. Additionally, customers with business Accounts are responsible for implementing prudent internal security practices to control access to and use of Credentials, including changing Credentials upon termination of an employee's employment.

6. FEES AND CHARGES. You agree to pay any fees for your use of the Digital Services, as they may be updated or changed from time to time, including any applicable fees as stated in your Account Agreement, fee schedule or other terms made available to you by Bank. You authorize us to deduct any such fees from your Account, even if that makes your balance negative. You are also responsible for any service charges imposed by your Internet service provider, wireless carrier, and any other charges you incur related to your Systems or use of the Digital Services, which are not Bank fees and are outside of the Bank's control.

7. AMENDMENTS. We may amend or change this Agreement, including adding, removing or changing any of the Digital Services or the applicable fees at any time, in our sole discretion. If Applicable Law requires us to provide notice to you of any amendment, we may send you notice by e-mail, regular U.S. mail, or posting the updated terms within Digital Banking or Mobile Banking. Please access and review this Agreement regularly. If this Agreement is unacceptable to you at any time, please discontinue your use of Digital Services. Your use of Digital Services after the effective date of any amendments constitutes your agreement to such changes.

8. NOTICES AND EMAIL. You agree that we may send notices or other communications related to the Digital Services or this Agreement to you electronically, including by email, by posting or sending a message within Digital Banking or Mobile Banking, by SMS text message (if you have not opted-out), or

by any other electronic method we select. In certain circumstances we may elect to send notice to you by mail. Any notice we send you will be deemed delivered and effective when sent electronically, posted within Digital Banking or Mobile Banking, mailed or otherwise made available to you.

You may contact us by phone or electronically through our secure messaging system if you have questions or need to report issues involving the Digital Services. You agree that you will not send any confidential information to us via email. Where you are required to provide notice to us under this Agreement, such as notice of termination, you agree to send notice to us in writing by USPS registered or certified mail, or by express carrier, at the address below and such notice will be deemed given upon our receipt:

CIBC Bank USA
6825 West 111th Street
Worth, Illinois 60482
Attention: Client Support Center

It is your responsibility to provide us with your current contact information, including your e-mail address and telephone number of any Mobile Device used to access Mobile Banking. It is also your responsibility to promptly update any changes to this information. We are entitled to rely on the contact information we have in our records unless and until you notify us that it has changed and we have had a reasonable opportunity to update our records accordingly. You can update your contact information using the self-service options within Digital Banking or Mobile Banking, by calling our Client Support Center at 877-448-6500, or by sending notice to our mailing address provided above.

9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. We may disclose information to third parties about your Accounts, transactions, and use of Digital Services:

- a. As necessary to complete transactions, resolve errors, or investigate claims;
- b. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- c. In connection with fraud detection features or services;
- d. To comply with government agency requests or court orders, Applicable Law, network rules, or the terms and conditions of third-party service providers;
- e. In accordance with your written permission; or
- f. As otherwise permitted by the terms of our Privacy Notice, this Agreement or Applicable Law.

10. BUSINESS DAYS, CUTOFF TIMES. “Business Days” are Monday through Friday, excluding federal holidays and any other days on which the Bank is required or permitted to be closed. Our “Cutoff Time” is the time on a Business Day after which we will no longer process transactions or Instructions. Instructions received after the applicable Cutoff Time or on non-Business Days will be deemed received on the next Business Day. There are different Cutoff Times for different Digital Services, and Cutoff Times may change from time to time. There may be a time lag between the time you submit Instructions through the Digital Services and the time the Bank actually receives and processes those Instructions. The length of the time lag varies and depends on a number of factors, including the type of transaction, volume of requests, and the time they are received. We suggest that you transmit any Instructions to us sufficiently in advance of the applicable Cutoff Time in order to prevent possible delays.

11. TRANSACTION PROCESSING. We reserve the right to delay or refuse to complete a transaction for any reason, including where there are not sufficient available funds or available credit in your Account to cover the transaction or we, in good faith, believe the transaction may be fraudulent, erroneous, suspicious, illegal, or in violation of this Agreement. You agree to have sufficient funds or available credit in your Account to cover each transaction you schedule from the time you submit the Instructions until the transaction is completed or cancelled. The amount of each transaction may be debited from your Account as soon as the day you submit the Instructions. The amount of funds or credit available in your Account at any given time will be determined in accordance with the Account Agreement.

12. CONSUMER ELECTRONIC FUNDS TRANSFERS. When you use the Digital Services to make electronic funds transfers to or from your consumer deposit Account, such as with Bill Pay, Internal or External Transfers or Zelle®, the terms of this Section 12 apply. This Section does not apply with respect to Health Savings Account, loan Accounts or any type of business Account.

- a. Unauthorized Transactions. If you have reason to believe that your Credentials have been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account has occurred or will occur through Digital Services (including Mobile Banking), you must call us **immediately** at 877-448-6500. If you do not notify us, you could lose all the money in your Account, as well as the available funds in any overdraft protection account or line of credit linked to your Account.

If you tell us within two (2) Business Days after you learn your Credentials have been lost, stolen, or otherwise compromised, or that an unauthorized transaction has been made from your Accounts, you can lose no more than \$50.00.

If you do not tell us within two (2) Business Days after you learn of the loss, theft, or compromise of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us in time, you could lose as much as \$500.00.

Also, if your Account statement shows transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the FIRST statement showing the unauthorized transfer or payment was mailed to you, we may not reimburse any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within the time frame.

- b. Errors or Questions. If you think an electronic funds transfer shown on your statement or transaction record is in error, please notify us at once by contacting our Client Support Center at 877-448-6500, and providing us with your name, account number, dollar amount of the suspected error, and a description of the error or the transaction you are unsure about. Please be sure to explain, as clearly as you can, why you believe it is an error or why you need more information. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. If you tell us in person or by phone, we may require you to provide a written complaint to us, which must be delivered to us within ten (10) Business Days of your original notification to the Bank.

We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your written complaint within ten (10) Business Days, we may not provisionally credit your Account that was the subject of your complaint. For new Accounts, the Bank's investigative period may be as long as twenty (20) Business Days during the first thirty (30) days the account has been opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation and we will debit your Account for any amount that we provisionally credited. You may ask for copies of the documents that we used in our investigation.

13. UNAUTHORIZED TRANSACTIONS – BUSINESS DEPOSIT ACCOUNTS. This Section 13 applies to business deposit Accounts only. Liability for unauthorized transactions regarding loan Accounts is

governed by the terms of the applicable Account Agreement. Please refer to those documents for liability information.

If you have reason to believe that your Credentials have been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account has occurred or will occur through Digital Services, you must call us **immediately** at 877-448-6500.

You are responsible for all transactions that are authorized using your Credentials before you have notified us and we have had a reasonable opportunity to act on that notice. If you permit others to access Digital Services using your Credentials, you are responsible for any transactions they authorize. Account access through Digital Services is separate and distinct from your existing signature arrangements for your Accounts. Therefore, when you give an individual the authority to access Accounts through Digital Services, that individual may have access to one or more Accounts to which that individual would not otherwise have signature access. You assume the entire risk for the fraudulent, unauthorized, or otherwise improper use of your Credentials. We are entitled to rely on the genuineness and authority of all Instructions received by us when accompanied by your Credentials and to act on those Instructions.

14. INDEMNITY. You acknowledge and agree that you are personally responsible for your conduct while using the Digital Services and agree to indemnify and hold us and our officers, directors, employees, agents and service providers harmless from and against any losses, damages, demands, liabilities, costs or expenses of any kind (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising from or in connection with: (a) the use of Digital Services by you or anyone using your Credentials (except as otherwise provided in Section 12, Consumer Electronic Funds Transfers); (b) your violation of this Agreement, Applicable Law or the rights of any third party (including, but not limited to, privacy rights); (c) any third-party claim related to your use of the Digital Services, including allegations of infringement, misappropriation or unauthorized disclosure based on information or data you submit to us; or (d) a telephone number, email address, or other contact information you provide that is not your own.

15. OUR LIABILITY. We have no obligation to complete transfers to or from your Account except as provided in this Agreement or required by Applicable Law, and we will not be liable for failing to complete a transaction that you initiate using Digital Services due to any of the following circumstances:

- a. Your Account is closed, does not contain sufficient available funds to complete the transaction, is subject to legal process or otherwise encumbered, or the transaction would exceed the credit limit of your overdraft account;
- b. Digital Services are not working properly, are unavailable, or have been interrupted;
- c. Your Systems or any other equipment, software, or communications connection is not working properly;
- d. The acts or omissions of any third party involved in transmitting or processing a transaction or payment, including the intended recipient, the United States Postal Service, or any other financial institution, funds transfer system or intermediary;
- e. You do not provide us with the correct names, telephone number, account information or any other information necessary to effect a transaction, or you otherwise fail to comply with applicable requirements under this Agreement;
- f. Circumstances beyond our control (such as, but not limited to, fire, flood, or interferences from an outside force, strikes, lockouts, acts of governmental authorities, couriers or supplies delays, communications equipment failures, service interruptions on the Internet or through your Internet service provider, or equipment malfunctions that occur despite ordinary maintenance) that prevent the proper execution of the transaction;
- g. This Agreement has been terminated or you have not complied with the terms of this Agreement or your Account Agreement;
- h. Applicable Law prevents the completion of the transaction;

- i. We believe in good faith that the transaction may be unauthorized, in error, fraudulent, illegal, in violation of this Agreement, in contravention of economic sanctions programs, or otherwise suspicious; or
- j. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account.

Provided none of the circumstances stated above are applicable, we will be liable for your damages proximately caused by our failure to complete a transfer to or from your Account on time or in the correct amount according to our agreement with you.

In addition to any limits on our liability under the Account Agreement, you agree that we will not be liable to you for any Losses arising from or in connection with any unavailability of the Digital Services, including any costs or delays resulting from your use of alternate means to access your Account or initiate transactions; or circumstances beyond our reasonable control, including any installation, maintenance, configuration or compatibility issues with your Systems, viruses or defects, lack of connectivity or Internet access, malfunction or failure of any communication lines, or loss of information resulting therefrom. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE OR DATA, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

16. DISCLAIMER OF WARRANTIES. You agree that your use of the Digital Services and all information and content (including Third-Party Content) is at your own risk and the Digital Services are provided on an “as is,” “where is” and “where available” basis, and are subject to change at any time without notice to you. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights as to Digital Services, related documentation, and all information included in or accessible from the site. You acknowledge that we make no warranty that Digital Services will be uninterrupted, timely, secure or error-free or that any errors in the Digital Services will be corrected. Our sole obligation to you, arising out of non-availability, interruption, or delay in providing the Digital Services, is to use commercially reasonable efforts to resume Digital Services.

17. TERMINATION. This Agreement shall remain in effect until you or the Bank terminates it. We may terminate this Agreement or suspend or terminate any of the Digital Services at any time without prior notice unless required by Applicable Law. You may terminate this Agreement by sending written notice to our mailing address for notices. Once we have received and had a reasonable opportunity to process your termination request, your access to the Digital Services will be discontinued and any scheduled transfers will be cancelled. However, transfers that are in process when we receive your termination request may still be made. It is your sole obligation to cancel any scheduled transfers you do not want processed.

You may terminate your use of Mobile Banking at any time by disabling or removing your Mobile Device using the self-service options within Digital Services and/or deleting the Mobile App from your Mobile Device. Terminating your Mobile Device does not impact what information is retained or deleted. If you delete the Mobile App, you will need to re-enroll your Mobile Device in Mobile Banking if you choose to use it again in the future.

The parties’ respective liability and obligations that arise prior to any termination, suspension or discontinuation date will survive the termination of this Agreement for all purposes. All provisions of this Agreement relating to the parties’ representations and warranties, liability and indemnification shall survive termination, including those set forth in Sections 12, 13, 14, 15, 16 and 21.

18. WAIVER. We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance.

19. SEVERABILITY. If our provision of the Digital Services in accordance with the terms of this Agreement would result in a violation of Applicable Law, then this Agreement will be deemed amended to the degree necessary to comply with such Applicable Law and we will incur no liability to you as a result of such violation or amendment. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of this Agreement or of any agreements, disclosures or other documents incorporated by reference herein.

20. ASSIGNMENT; SERVICE PROVIDERS. You may not assign this Agreement to any other party. We may assign this Agreement to any company affiliated, directly or indirectly, with Bank. We may assign or delegate certain of its rights and responsibilities under this Agreement to third-party service providers. Our use of a third-party service provider in connection with the Digital Services does not relieve Bank of its obligations under this Agreement, and we will remain responsible for the aspects of the Digital Services performed by our service providers to the same extent as if we had performed or failed to perform such service. You agree not to bring any claim or dispute against any Bank service provider, and acknowledge that such claims or disputes shall only be brought against Bank.

21. CHOICE OF LAW; DISPUTE RESOLUTION. This Agreement and its enforcement shall be governed by laws and regulations of the United States and the laws of the State of Illinois, without regard to any choice of law provision. Your Accounts with us are also governed by the terms and conditions contained in your Account Agreement and any other applicable agreements with the Bank. You and we agree that any claim or dispute related to this Agreement or the Digital Services shall be governed by and resolved in accordance with the dispute resolution provisions of your Account Agreement, including any jury trial waiver and/or arbitration provision thereunder.

22. AVAILABLE DIGITAL SERVICES. The terms and conditions for the Digital Services that are currently available are set forth below. Digital Services may be accessed through Digital Banking, Mobile Banking, or both. You must meet certain eligibility requirements to use each of the Digital Services.

23. DEBIT CARD CONTROLS. You can use Debit Card Controls to enable and disable debit cards, set maximum transaction amounts, enable or disable specific merchant categories, set locations by specifying the regions where the debit card can be accepted, and request push alerts when cards are used outside specified parameters. In order to implement Debit Card controls, you will need to install the SecurLOCK Equip application, available through the Google Play Store or Apple App Store.

24. ACCOUNT ACCESS SERVICES. With Account Access Services, you can view your Account balance, transaction history; review Account statements, notices, and tax forms; order checks for your eligible Accounts; elect to receive e-Statements; view check images; and change your contact information. Account information provided to you as part of the Digital Services is not the official record of your Account or its activity. Your Account statements remain the official record of your Accounts. Unless otherwise indicated, the balance information displayed through Digital Services is the current available balance or available credit for your Account. Transaction history that you obtain through Digital Services is current as of the close of business on the preceding Business Day, although some Items may be reflected in your transaction history on a “real-time” basis.

25. STOP PAYMENTS. You can request to stop payment on checks written on your Accounts through Digital Services. Stop payment requests submitted through Digital Services are subject to the terms of your Account Agreement, including applicable fees. A stop payment request is not effective unless it complies with the applicable requirements of the Account Agreement and Bank has had a reasonable opportunity to act on the request and verify that the check has not been paid.

26. DIRECT CONNECT. With Direct Connect, you may use personal financial management software such as Simplifi or Quicken® (“Third Party Software”) to access account information, such as balance and transaction history through Digital Services. A separate agreement is required to use Direct Connect. You may use Third Party Software to download information from your Accounts through Direct Connect, but

you agree not to use Third Party Software to perform transactions in connection with Digital Services. Without limiting any other provisions in this Agreement, you agree that we have no liability or obligation related to your use of any Third Party Software and your use of Third Party Software is solely at your own risk. We make no representations regarding any Third Party Software. We do not grant any rights, licenses or permissions to use any Third Party Software. All rights, licenses or permissions to use Third Party Software must be obtained from the respective third party.

27. TRANSFER SERVICES. You can use the Digital Services to transfer funds between your eligible Accounts (“Internal Transfers”), or to transfer funds between your Account and an account you own at another bank we have approved for transfers (“External Transfers”). Certain types of Accounts may not be eligible for transfers, as determined by the Bank in its sole discretion. When you request a transfer, you authorize us to transfer funds according to your Instructions and you agree to pay any applicable transaction fees. Your ability to make transfers is subject to the Account Agreement and any transaction limits on your Accounts and any other limits we impose for transfers through Digital Services, and we may reject any transfer request that does not comply with such limits or other applicable requirements for the Digital Services or your Accounts. Any transfer made from a loan or credit Account is treated as a cash advance under the applicable Account Agreement. External Transfers are also subject to the terms and conditions governing your account with the applicable bank.

Transfer Instructions may be for a one-time transfer or for recurring transfers. Instructions for Internal Transfers that we receive before the Cutoff Time are generally processed that same Business Day, unless your Instructions direct us to make the transfer on a future date. Internal Transfers cannot be modified after you have submitted your Instructions, but you may cancel a pending Internal Transfer before we have begun processing it. Processing time for External Transfers is generally 1 to 3 Business Days, although there may be delays in processing External Transfers due to factors beyond our control and we will not be liable for any such delays. External Transfers can be modified or canceled while they are still pending, but you can no longer modify or cancel an External Transfer after we have begun processing it. You can make a request to modify or cancel a pending External Transfer through the Digital Services, or by calling our Client Support Center at 877-448-6500.

- a. Transfer Limits for All Accounts, except CIBC Agility Savings and Premier Money Market. The maximum dollar amount of any Internal Transfer is \$9,999,999.99. External Transfers are limited to 10 transfers or \$10,000.00 per day, and an aggregate maximum of \$25,000.00 per calendar month, per Digital Services user, regardless of the number of Accounts from which the External Transfers are made.
- b. Transfer Limits for CIBC Agility Savings and Premier Money Market. The maximum dollar amount of any Internal Transfer is \$9,999,999.99. External Transfers are limited to 10 transfers or \$125,000.00 per day, and an aggregate maximum of \$250,000.00 per calendar month, per Digital Services user, regardless of the number of Accounts from which the External Transfers are made. If you have a CIBC Agility Savings Account or Premier Money Market and other types of Accounts, these limits will apply to all External Transfers you make, including from other types of Accounts.
- c. New Deposit Accounts. For purposes of this section, “New Deposit Account” means a deposit Account that has been open for 90 calendar days or less. For New Deposit Accounts, credits received from Automated Clearing House (ACH) debit transactions will be available on the eleventh Business Day after the date of deposit. For example, if you conduct an ACH debit transfer, the funds that are transferred from another financial institution to your Account at CIBC Bank USA will not be available until the eleventh Business Day after the date of deposit. When your Account is no longer considered a New Deposit Account, provided the Account is in Good Standing, the 10 Business Day hold on funds credited due to ACH debits will no longer apply and credits received from ACH debit transactions will be available on the third Business Day after the date of deposit. “Good Standing” means your Account has not been overdrawn more than 6 times in a 6 month period if you do not have an overdraft line of protection. If you have an overdraft

line of protection, your overdraft line of protection is not at its limit on the day we determine if your Account is in Good Standing.

28. BILL PAY SERVICE. You can use the Bill Pay Service to authorize Bank to make bill payments to an eligible business or merchant in the United States (“Payee”) using funds from your Account. You may not use the Bill Pay Service to initiate tax-related payments, court-related payments, payments to Payees outside of the United States, or fines, gambling debts, or any other payments prohibited by law (“Prohibited Payments”). Bill Pay payments can be scheduled on a one-time or recurring basis. By scheduling a Bill Pay payment, you authorize us to debit your Account and remit funds on your behalf to the Payee in accordance with your Instructions. You must schedule Bill Pay payments at least 5 Business Days in advance of the date your payment is due to the Payee to ensure payment is received in a timely manner. Payments can only be processed on Business Days. If you have enrolled more than one Account in the Bill Pay Service, you must designate the Account from which the Bill Pay payment is to be debited each time you schedule a payment. It remains at our sole discretion to determine the appropriate method for processing Bill Pay payments to Payees, which may be made electronically or by check. Bill Pay payments can be modified or canceled while they are still pending, but you can no longer modify or cancel a payment after we have begun processing it. You can make a request to modify or cancel a pending Bill Pay payment through the Digital Services, or by calling our Client Support Center at 877-448-6500.

- a. Transfer Limits. The maximum dollar amount of any single Bill Pay payment is \$10,000.00, with a daily Bill Pay limit of \$25,000.00 per Digital Services user.
- b. Limited Guarantee for Consumer Deposit Accounts Only. We will use commercially reasonable efforts to make your scheduled Bill Pay payments properly. If you have complied with this Agreement and your Account Agreement, including scheduling your Bill Pay payment at least 5 Business Days in advance of the date your payment is due to the Payee, and we fail to process your payment by the payment due date, we will bear responsibility for any late charges or penalties that you incur from the Payee up to a maximum of two hundred dollars (\$200.00); provided, that this guarantee only applies if payment is delayed for reasons other than those described in Section 15, Our Liability.

29. MOBILE BANKING. You may download and use the Mobile App to access some or all of the Digital Services. The Mobile App is considered part of the Digital Services. To use the Mobile App, you must have a permitted mobile device (“Mobile Devices”), which includes smartphones, cell phones, or tablet computers that meet the requirements established by the Bank. You represent that you are the owner or authorized user of any Mobile Device you enroll in Digital Services. Your use of the Mobile App is also subject to Section 32, End User License Agreement Terms for Mobile App.

It is your responsibility to provide us with a current and accurate e-mail address and telephone number of any Mobile Device used to access Mobile Banking, and to promptly update any changes to this information as described in Section 8, Notices and Email. Bank and its service providers may receive and share with one another data obtained from you including your mobile telephone number, your carrier’s name, and the date, time and content of messages, data files, and other information that you provide or from other sources in connection with Mobile Banking. We may use this information to contact you and to provide the Digital Services you request from us, and to otherwise operate, develop and improve the Digital Services. Your wireless carrier and other service providers may also collect data from your use of Mobile Banking, and their practices are governed by their own policies. We will only use this information to provide the Digital Services or as otherwise described in this Agreement, including Section 9, Disclosure of Account Information to Third Parties.

30. TEXT (SMS) MESSAGING SERVICES. You may request and receive Text (SMS) Messaging Services about your Accounts through a Mobile Device. By entering a mobile telephone number for your Mobile Device when enrolling in Digital Services, you agree to receiving account alerts (U.S. and Canadian mobile numbers only), card control functionality, and other text messaging services (“Text Messages”) and you

represent that you are the owner or authorized user of the Mobile Device. You agree to the following terms of use:

- a. Wireless Carrier Charges. Your wireless carrier's standard messaging rates apply to all Text Messages, including your initial message, our confirmation, and all subsequent Text Messages correspondence. The Bank does not charge for any content; however, you may incur additional charges from your wireless carrier for downloadable content. Please contact your wireless carrier for information about your text messaging plan and fees. Those charges are billed by, and payable to, your wireless carrier. Your carrier may also impose message or charge limitations on your account.
- b. Text Messaging Security. Text Messages are not encrypted and are not a secure form of electronic communication. Text Messages may include specific information pertaining to your account, such as your account balance and transaction information. Your complete account number is not included in Text Messages to help protect your security. Please do not transmit account numbers or other sensitive information in Text Messages to us. Text Messages are provided solely for your convenience and do not replace your Account statements, which are the official records of your Accounts.
- c. Text Messaging Delivery and Limitations. Your receipt of any Text Message may be delayed or prevented by factors outside of our control such as communication issues with your wireless telephone carrier or Internet service provider. We do not guarantee the delivery or the accuracy of the contents of any Text Message. The information in a Text Message may no longer be accurate when you receive it if there is other activity on your Account or a delay in sending or receiving the Text Message. We are not liable for any Losses arising from (i) failed, delayed, or wrong delivery of any Text Message; (ii) inaccurate content in a Text Message; or (iii) your use or reliance on the contents of any Text Message.
- d. Changes and Termination. You can unsubscribe from the Text Messaging Service at any time by:
 - i. Sending STOP to 242227 if you are using Text Messaging for activation codes for your Account
 - ii. Sending STOP to 242226 if you are receiving Account Alerts through Text Messaging or by logging into your CIBC Bank USA profile and managing your user preferences
 - iii. Sending STOP or HELP to 20736 for Zelle alerts (Note: Zelle Fraud Alerts cannot be stopped)
 - iv. If you have any questions, e-mail US.ebanking_support@cibc.com. You can also text the word "HELP" to 20736 to get additional information about the Text Messaging Service. We do not charge for help or information messages; however, your normal carrier rates apply. Please note that you cannot opt-out of alerts for fraudulent activity.

31. Mobile Check Deposit Service. You can use the Mobile Check Deposit Service to electronically transmit images of eligible checks for deposit to your Account through Mobile Banking. You must be enrolled in Mobile Banking in order to use the Mobile Check Deposit Service.

- a. Transaction Limits. There are limits on the number and dollar amount of mobile check deposits you can make using the Mobile Check Deposit Service, which may vary based on your Account type and Client Tenure. "Client Tenure" is the length of your lending or deposit account relationship with CIBC Bank USA. Your single transaction dollar amount limit will always be displayed within Mobile Banking before you complete a mobile check deposit. If at any time you exceed your limits, you will not be able to use the Mobile Check Deposit Service.

See Table Below for Full Transactions Limitations

Pay Limit	Daily Limit	Daily Limit Count	Multi Day Limit	Multi Day Limit Count	Account Type and	Client Tenure
\$ 5,000.00	\$ 5,000.00	20	\$ 5,000.00	40	Consumer Checking, NOW and Smart Account	Less than 1 month
\$ 5,000.00	\$ 5,000.00	20	\$ 10,000.00	40	Consumer Checking, NOW and Smart Account	Greater than or equal to 1 month and less than 12 months
\$10,000.00	\$10,000.00	20	\$ 25,000.00	40	Consumer Checking, NOW and Smart Account	Greater than or equal to 12 months
\$ 5,000.00	\$ 5,000.00	20	\$ 10,000.00	40	Savings, Money Market, or Premier Interest on Checking Account	Less than 1 Month
\$50,000.00	\$50,000.00	20	\$100,000.00	40	Savings, Money Market, or Premier Interest on Checking Account	Greater than or equal to 1 Month

b. **Eligible Items.** Only the following Items may be deposited using the Mobile Check Deposit Service: checks, money orders, and cashier’s checks (“Eligible Items”). Eligible Items must be drawn on or payable at or through a U.S. bank or credit union, made payable to you, and endorsed by you. You agree to endorse each Item with your name, account number and the language “**For Mobile Deposit Only at CIBC Bank USA,**” or as otherwise instructed by the Bank, before submitting it for deposit through the Mobile Check Deposit Service. Any Item that does not include this required information may be rejected at the sole discretion of the Bank. The following are not Eligible Items and you agree that you will not use the Mobile Check Deposit Service to deposit any of the following:

- i. Checks that have been altered or that you know, suspect, or should know or suspect, or that we reasonably believe or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- ii. Substitute checks (including paper checks created from an electronic image);
- iii. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- iv. Checks that are illegible or contain routing and transit number, account number, check number or MICR data that is not machine-readable;
- v. Checks that have been previously deposited or returned unpaid for any reason;
- vi. Checks that are postdated or more than 6 months old;
- vii. Checks drawn on a foreign bank or payable in a foreign currency;
- viii. Checks that exceed your Mobile Check Deposit transaction limits;
- ix. “Remotely created checks” as defined in Regulation CC; or

x. Cash

We will generally notify you if an Item is ineligible for deposit through the Mobile Check Deposit Service at the time it is received by the Bank. However, we may also determine later that an Item is unacceptable for deposit and will not be liable for failing to provide notice at the time of receipt.

- c. Hold Policy for Mobile Check Deposits. Items submitted for mobile check deposit are not subject to the funds availability requirements of the Expedited Funds Availability Act and its implementing Regulation CC, and our Funds Availability Disclosure does not apply to these deposits.

A confirmation email message will be generated when we receive an Item for deposit through the Mobile Check Deposit Service. Items received before the Cutoff Time will be deemed received by the Bank on that Business Day. Items received after the Cutoff Time, or on a non-Business Day, will be deemed received by the Bank on the next Business Day. Items will be considered deposited at the Bank location where your Account is maintained.

If you are making a mobile check deposit, the funds will be held for two (2) Business Days following the day we receive your deposit, with the first \$500 available on the first Business Day following the day we receive your deposit. However, we may delay the availability of funds for a longer period in any situation where we believe that doing so is required by law; identify potential fraud or other illegal or suspicious activity; detect unusual activity; believe there is a dispute as to the ownership of the funds or the legitimacy of the transaction; or believe the Item may not be paid for any reason. Funds availability may also be delayed for a longer period where there is an emergency or outage, such as failure of computer or communications equipment.

- d. Processing, Returns. The manner in which process and present for payment the Eligible Items submitted through the Mobile Check Deposit Service will be in our sole discretion, as set forth in the Account Agreement. Our respective rights and obligations returned Items and chargebacks under the Account Agreement will also apply to Items transmitted through the Mobile Check Deposit Service.
- e. Your Mobile Check Deposit Representations and Warranties. You represent and warrant to the Bank that you will:
- i. Only use the Mobile Check Deposit Service to transmit Eligible Items that are properly endorsed and comply with the terms of this Agreement, including the transaction limitations;
 - ii. Have legal authority to accept for deposit and otherwise negotiate the Items you submit for deposit through the Mobile Check Deposit Service;
 - iii. Maintain control over and be responsible for secure retention, storage, and destruction of original checks you have deposited using the Mobile Check Deposit Service;
 - iv. Not transmit duplicate Items or any Items that have been previously submitted or deposited with Bank or another bank, and no person will subsequently negotiate or present any such Items or duplicates thereof in any form, including as an ACH transfer or as an image, substitute check or remotely-created check; and
 - v. Review and verify for accuracy the information contained in each Item before you transmit it to us through the Mobile Check Deposit Service.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify and hold us harmless from any Losses resulting from or arising in connection with any breach of your representations and warranties.

32. END USER LICENSE AGREEMENT TERMS FOR MOBILE APP.

To be agreed to by End User prior to use of the Downloadable App.

- a. Ownership. You acknowledge and agree that a third party provider or licensor to the Bank as your financial services provider (“Licensor”) is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from the Bank and the computer programs contained therein in machine-readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively, the “Software”).
- b. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or for no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- c. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- d. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- e. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
- f. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- g. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Illinois excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such

provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Illinois and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

- h. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

33. ZELLE® SERVICES. With Zelle® Services, you can transfer money from your consumer deposit Account to other Zelle® Users. Use of the Zelle® Services is subject to these **Zelle® Network Standard Terms**.

Description of Services.

- i. The Zelle Network® (“Zelle®”) is a convenient way to send and receive money with others you trust. Zelle® enables you to send and receive money with customers who are enrolled with us or enrolled with another financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Financial Institutions.”
 - ii. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.
 - iii. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- a. Eligibility and User Profile. When you enroll to use the Service, you agree to the terms and conditions of this CIBC Bank USA Zelle® Network Standard Terms Agreement (“Zelle® Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank Account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments.

We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money which will be your “Zelle® tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

The Consumer Deposit Account Agreement, which governs the use of your Account and was provided to you by us at the time you opened your Account, as amended from time to time, is incorporated by reference as part of this Zelle® Agreement and does not change when you use the Service with your Account. For the avoidance of doubt, in that case, this Zelle® Agreement, the Consumer Deposit Account Agreement, and any other applicable agreements related to the Account will apply.

You are presented with this Zelle® Agreement when you enroll in Mobile Banking. In order to enroll in Mobile Banking, you must accept the terms of this Zelle® Agreement and your use of Zelle® confirms your continued consent to this Zelle® Agreement. We will amend this Zelle® Agreement from time to time as needed, as determined by us in our sole discretion. When this Zelle® Agreement is updated, we will present you with the updated CIBC Bank USA Digital

Services Agreement (which will contain the updated Zelle® Agreement) upon your login to the Mobile App. You will need to review and accept the updated CIBC Bank USA Digital Services Agreement in order to continue using the Service. You can obtain the most recent version of this Zelle® Agreement, contained within the CIBC Bank USA Digital Services Agreement via Digital Services or through the Mobile App.

You will only be able to use your U.S. mobile phone number or email address (Zelle® token) to enroll in Zelle®. Your Zelle® token will be used to identify you. Only one Zelle® token may be used at one financial institution within the Zelle® Network. If you are currently enrolled with Zelle® at another financial institution, you will be prompted with a message at the time of enrollment in Zelle® with CIBC that one of your Zelle® tokens is registered with another Zelle® profile through a different financial institution. During the enrollment in Zelle® within the Mobile App, you will be able to either change or transfer your Zelle® token in order to register with Zelle® at CIBC.

- b. Consent to Use and Disclose Personal Information (Including Account Information). We may share information about your account(s) at CIBC Bank USA, even if not using the Service, or the funds being sent or received with Zelle® and other Network Financial Institutions for multiple purposes, including:
- i. To facilitate enrollment and authentication processes
 - ii. As necessary to process or complete transactions
 - iii. As necessary to provide additional and supporting services to facilitate your transactions and your use of the Service
 - iv. Permitted in the investigation of any claim related to your account(s) or the funds you send or receive
 - v. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
 - vi. As necessary to comply with any law or regulation, directive or policy of any government agency, or court order
 - vii. In accordance with your instructions
 - viii. As otherwise allowed by law and/or your CIBC Bank USA Privacy Notice(s), as applicable

Please refer to your CIBC Bank USA Privacy Notice given to you at account opening, and linked in the Privacy and Information Security Section below, for information regarding personal information we collect about you, our sharing practices, your rights as applicable, and your ability to opt out of certain information sharing.

- c. Privacy and Information Security. We make security and the protection of your information a top priority. You can access our CIBC Bank USA Privacy Notices at <https://us.cibc.com/en/about-us/privacy-policy.html>. Any CIBC Bank USA Privacy Notices found at the aforementioned link that apply to you and your Account are incorporated into and made a part of this Zelle® Agreement by this reference.
- d. Wireless Operator Data. We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.
- e. Enrolling for the Service.
- i. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile

- phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- ii. Once enrolled, you may:
 - A. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - B. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
 - iii. If at any time while you are enrolled and you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
 - iv. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.
 - v. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.
- f. *Consent to Emails and Automated Text Messages.* By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:
- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
 - ii. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
 - iii. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
 - v. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Client Support Center at 877-448-6500. You expressly consent to receipt of a text message to confirm your “STOP” request.
 - vi. Supported Carriers: The Bank reserves the right, in its sole discretion and without notice, to amend supported carriers.
- g. Receiving Money; Money Transfers by Network Financial Institutions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, or the other Network Financial Institutions and other Zelle® users, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet legal or regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

If you see a payment in your Account that you did not expect, including a payment from a sender you do not recognize, contact us immediately in accordance with Sections 13 and 14 of this Agreement. Because of the risk of fraud scams involving unexpected payments using Zelle®, please do not send any funds back to the sender unless and until you have communicated with us about the matter and we instruct you to do so. Further, because of fraud scams in which fraudsters impersonate victims’ financial institutions, it is of utmost importance that you confirm you are in fact communicating with us before taking any such action. Call us directly at the contact information provided herein, using our official Client Support Center telephone number (877-448-6500) rather than relying on the validity of an inbound call, which may falsely appear to come from that number or from another number similar to a number you might recognize.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

- h. Sending Money; Debits by Network Financial Institutions. You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the

money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Transactions where the recipient User is not yet enrolled in Zelle® can be cancelled up to the earlier of: (i) The date the recipient User enrolls their token in Zelle®, or (ii) ten days from the date the transaction is initiated.

- i. Liability. Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

- j. Send Limits. There are daily limits to the dollar amount of transactions that may be made using the Service. You are considered a “New User” if you have been enrolled in the Service for less than 60 days. Transactions initiated by a New User may not exceed \$500 per transaction or \$500 per day. We reserve the right to change the transaction limits at any time without notice to you. All transfer limits are subject to temporary reductions to protect your Account.
- k. Requesting Money. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are

not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

- l. ***Transaction Errors.*** The error resolution provisions of your Consumer Deposit Account Agreement and the CIBC Bank USA Digital Services Agreement that relate to electronic fund transfers covered by the Electronic Fund Transfer Act (EFTA), as implemented by the Consumer Financial Protection Bureau's Regulation E, continue to apply to error resolution of Zelle® transactions, which are EFTs.

Reporting Errors- In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this section, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Please provide us with the following:

- Your name and Account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a POS transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we need additional time to investigate this matter, we will provide you with a provisional credit to your Account within 10 business days (20 business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

To report unauthorized transfers or errors regarding your Account, please contact us at:

Phone: 877-448-6500

Mail: CIBC Bank USA, Attention: Deposit Management Services, 70 West Madison Street, Chicago, Illinois 60602

You may also submit a secure message through online banking. **Please be aware of the required timeframes you must observe for reporting to us alleged unauthorized transfers or loss, theft, or compromise of your access credentials. These timeframes are further detailed below. Delays in reporting to us can impact your liability regarding such transfers.**

- m. *Your Liability for Unauthorized Transfers.* If you have reason to believe that your User ID, Password, Security Information, or any other items or information that may allow access to the Service has been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account has occurred or will occur through the Service, **you must call us immediately at 877-448-6500.**

If you tell us within two business days after you learn your User ID, Password, Security Information, or any other information or items that may allow access to the Service has been lost, stolen, or otherwise compromised, or that an unauthorized online transfer or payment has been made from any of your Accounts, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify us, you could lose all the money in each of your Accounts, as well as all of the available funds in any overdraft protection Account or any credit line included among your Accounts.

If you do not tell us within two (2) business days after you learn of the loss, theft, or compromise or unauthorized transfer or payment, and we can prove we could have stopped someone from making an unauthorized transfer or payment using your Account if you had reported the loss, theft, or compromise or unauthorized transfer or payment, you could lose as much as \$500.00. Furthermore, if any deposit Account Statement shows online transfers or payments that you do not believe you made, tell us AT ONCE. If you do not tell us within sixty (60) days after the FIRST statement showing the unauthorized transfer or payment was mailed to you, we may not reimburse any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within the time frame.

Your obligations and liability in this “Unauthorized Transfers” section survive termination of this Zelle® Agreement.

It is important that you only send payments via Zelle® to friends, family, and others that you trust. Please be aware of scams and other fraudulent activity that may target users of the Services and other consumers. As permitted by Applicable Law, the Bank may not reimburse you for transactions that you authorized. For example, if you are induced by fraud to send a Zelle® transaction to a fraudster and you authorize this transaction, you will be liable for this transaction as permitted under Applicable Law.

- n. *Liability for Failure to Complete Transfers.* If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
 - If you have an overdraft line of credit and the transfer would go over the credit limit;
 - If the automated teller machine where you are making the transfer does not have enough cash;
 - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and

There are other exceptions stated in this Zelle® Agreement, the Consumer Deposit Account Agreement, Consumer ATM and Debit Card Agreement, the CIBC Bank USA Digital Services Agreement, and other agreements governing the use of your Account.

- o. Fees. Please refer to the Fee Schedule for Consumer Accounts for more information regarding fees applicable to your Account.
- p. Use of Our Online Banking Site and/or Mobile App. You agree to access the CIBC Mobile App in compliance with our CIBC Bank USA Digital Services Agreement and this Zelle® Agreement.
- q. Cancellation of the Service. You may, at any time, choose to no longer use the Service. We may cancel your use of the Service for any reason, or for no reason, and at any time without notice. If you would like to deactivate your Zelle® tag, please call 877-448-6500. Once your Zelle® tag has been deactivated, you will have to re-enroll your Zelle® tag in order to use Zelle® in the future.
- r. Right to Terminate Access. We may terminate or suspend this Zelle® Agreement or the Service at any time and at our discretion, without notice, unless required by law or regulation. Your use of the Service will be temporarily suspended in the event your contact information changes, and may be terminated or temporarily suspended in the event your Account type or Account ownership role changes. In the event of termination of this Zelle® Agreement or the Service, the terms in this Zelle® Agreement that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.
- s. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- t. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).
- u. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network

Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

- v. Governing Law; Choice of Law; Severability. This Zelle® Agreement and its enforcement shall be governed by laws and regulations of the United States and the laws of the State of Illinois, without regard to any choice of law provision.

- w. Miscellaneous. Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US bank holidays, during the normal business hours referenced on CIBC Bank USA's website at <https://us.cibc.com/en/contact-us.html>.

The Consumer Deposit Account Agreement contains an agreement to arbitrate. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this provision against you.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.