



# **CIBC BANK USA NETBANKING SERVICES AGREEMENT**

## **1. GENERAL**

*Revised December 2024*

This CIBC Bank USA NetBanking Services Agreement (“Agreement”) governs your access and use of CIBC Bank USA NetBanking Services (“NetBanking Services”), including online banking access, transfer, and payment services. You may use NetBanking Services to access your accounts held at CIBC Bank USA (“Bank”) and conduct certain other banking transactions at the Bank. In addition to this Agreement, you agree to be bound by and comply with other written requirements that we may furnish to you in connection with NetBanking Services and any other services and content that may be accessed via NetBanking Services including, but not limited to, your agreements covering your accounts with the Bank (“Account Agreement(s)”), and with all applicable laws, regulations and rules (“Applicable Law”). If there is a conflict between the terms of this Agreement and any of your Account Agreements with the Bank, the terms of your Account Agreement will control, except as otherwise stated in this Agreement. Please review your Account Agreements, which contain important legal terms and conditions and disclosures about Electronic Funds Transfers and Funds Availability, as well as other important matters. All dollar amounts are stated in U.S. Dollars.

In order to use NetBanking 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 NetBanking Services.

## **2. AGREEMENT**

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

We may amend or change this Agreement (including applicable fees and service charges) at any time and will provide you with notice of changes if required by Applicable Law. If required, we will notify you by sending you written notice by electronic mail, by regular U.S. mail, or by posting the updated terms on the NetBanking Services web site. Please access and review this Agreement regularly. If this Agreement is unacceptable to you at any time, please discontinue your use of NetBanking Services. Your use of NetBanking Services after we have made any changes or amendments available constitutes your agreement to the change and to pay any applicable fees.

We may also revise, add new features to, or update NetBanking Services at any time. We reserve the right to terminate your use of prior versions of NetBanking Services and to limit access to more recent revisions and updates. We also reserve the right to suspend your use of NetBanking Services after twelve months of inactivity. If any expanded services are made available to you via NetBanking Services, you agree that any additional or modified services are also subject to this Agreement, as it may be amended.



NetBanking Services provide you online access to a variety of content, products and services through a designated web site and designated mobile devices. We grant you a nonexclusive, limited, and revocable right to access and use NetBanking Services for your personal purposes only. You agree not to use NetBanking Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of NetBanking Services without our prior written consent. You agree to use NetBanking Services solely as provided in this Agreement. When any Transfer (defined below), Payment (defined below), or any other transaction generates Items to be charged to your account, you agree that we may debit any of your accounts without requiring the signature of an authorized signer for the account. Additionally, if you transmit Instructions (defined below) to us using NetBanking Services, you authorize us to accept, at our discretion, your electronic request as though it was made in writing and signed by you.

### 3. DEFINITIONS

*“Account” and “Accounts”* refer to your accounts at the Bank that you designated, and we approved, for use for certain NetBanking Services. Accounts may include deposit accounts or credit accounts. Your accounts at the Bank or another financial institution that may or may not have been designated and approved for use through NetBanking Services are referred to as “account(s).”

*“Business Days”* are Monday through Friday, excluding Bank holidays.

*“Contact”* refers to the person to whom a Zelle® Payment is directed.

*“Cutoff Time”* means 6:00 pm (Central Standard Time) for external transfers. For internal transfers, the Cutoff Time means 10:00 pm (Central Standard Time).

*“External Account” and “External Accounts”* refer to your accounts at another U.S. financial institution that you designate and we approve for a transfer services through CIBC NetBanking Services. External Accounts may include deposit or credit accounts.

*“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.

*“Item”* means any transaction posted to your Account, including Checks, in-person withdrawals or transfers, ATM transactions, credit or debit card transactions, preauthorized electronic funds transactions, ACH entries, or any other credits or debits to your Account.

*“Instructions”* means information, including a request or order, you provide to us for Payments, Transfers, to stop payment on a check, or perform another type of transaction. You submit Instructions to us when you use NetBanking Services to (i) transmit a request or order to us to Transfer funds, make a Payment, stop payment on a check, or perform another type of transaction; and (ii) schedule a Transfer, Payment, or another type of transaction.

*“Payee”* refers to the person, business or other entity to which a Bill Pay is directed.

*“Payment”* refers to withdrawing funds from your account and transferring those funds to a Payee through Bill Pay or to a Contact through Zelle®. Zelle® services are offered only through our mobile applications.



*“NetBanking”* or *“NetBanking Services”* refers to certain services, specified from time to time, that are accessed via the Site and permitted mobile devices.

*“New Deposit Account”* means a deposit account that has not been open for longer than 90 calendar days. This definition is applicable only to external transfers as outlined within this Agreement.

*“Scheduled Payment Date”* means the day on which you have instructed the Bank to begin to initiate a Bill Payment. This date is neither the date that your payment is due to a Payee nor the date a Payee will necessarily receive the funds.

*“Scheduled Transfer Date”* means the day on which you have instructed the Bank (via an Instruction) to begin to initiate a Transfer. This may not necessarily be the same date that the funds are actually transferred into another of your accounts.

*“Site”* refers to the Internet website designated by the Bank as the web site through which you access NetBanking Services.

*“Transfer”* refers to the internal transfer of funds from one of your accounts held at the Bank to another of your accounts held at the Bank or the external transfer of funds from one of your accounts held at the Bank to one of your External Accounts.

The terms *“we,” “us”* and *“Bank”* refer to CIBC Bank USA or any affiliate, agent, independent contractor, or designee that we may use to provide NetBanking Services.

The terms *“you”* and *“your”* refer to the user of NetBanking Services, whether singular or plural, who: (1) is an individual or entity that is the owner of an account or a party-in-interest of an account at the Bank or (2) is an individual authorized by an account owner or a party-in-interest to view account information or effect transactions in an account.

#### **4. ELIGIBILITY**

To use NetBanking Services, you must have at least one eligible Bank deposit account. We reserve the right, in our sole discretion, to determine your eligibility to use any NetBanking Services. Only those accounts designated by you and approved by us, in our sole discretion, may be accessed through NetBanking Services. We reserve the right to restrict use of NetBanking Services for one or more types of accounts or transactions, and to impose other limits or restrictions on use of NetBanking Services. You can only designate accounts for access through NetBanking Services for which you are an owner or authorized signer. You cannot use NetBanking Services to make transactions from accounts where more than one signature is required for withdrawal.

#### **5. FEES AND CHARGES**

There is currently no additional fee or charge for use of NetBanking Services. However, when you use NetBanking Services to obtain certain products and services, such as to request the stop payment of a check, you are subject to all fees and charges that apply to those products and services and to your accounts, as stated in your Account Agreement or other documentation, including the Fee Schedule for Consumer Accounts, made available to you by the Bank.

#### **6. 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 NetBanking Services. This responsibility includes, without limitation, your utilizing up-to-date web browsers and access devices and the best commercially available 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, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access NetBanking Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested NetBanking 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. Although we may provide a link to a third party website where you may download software, we make no endorsement of any specific software, hardware, or Internet Service Provider, and your use of any such software, hardware, or service may be subject to a license.

You will also need Adobe® Reader® software version 5.0 or higher in order to read your Online Documents. To retain a printed copy of your Online Documents, you will need a printer connected to your computer that is capable of printing from your Internet web browser.

## **7. PASSWORD AND SECURITY**

A password ("Password") and a user ID ("User ID") are needed to use NetBanking Services as well as other information (referred to as "Security Information") that we may specify from time to time. Your access to NetBanking Services will be denied if you do not enter the correct User ID, Password, or applicable Security Information.

To prevent unauthorized access to your accounts and to prevent unauthorized use of NetBanking Services, you agree to: (a) protect and keep confidential your User ID, Password, Security Information, and any other information or items needed to access NetBanking Services and not share any such information or items with any third party; and (b) immediately notify us if you have reason to believe your Password, User ID, Security Information, or any other information or items that may allow access to NetBanking Services has 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 NetBanking Services.

To the extent permitted by law, you assume all liability for use of your User ID, Password, and Security Information.

## **8. TEXT MESSAGES AND ALERTS**



You may request and receive text (SMS) messages about your accounts through a mobile device ("Text Messages") in connection with NetBanking Services. Text Messages are only available for U.S.-based mobile telephone numbers. By entering a telephone number for your mobile device when enrolling in online services through NetBanking Services, including in the Manage Alerts functionality within the NetBanking Services web site, authentication for login and other services, and other text messaging services, you are requesting text messaging services ("Text Messaging Services") and agree to the following terms of use:

1. **Mobile Device Numbers.** You must enroll each mobile device separately in our Text Messaging Services to receive Text Messages on that mobile device. Permitted mobile devices ("Mobile Devices") include smartphones, cell phones, or tablet computers that meet the requirements established by the Bank. Text Messages will be sent to the number for the Mobile Device that you provided to the Bank when you enrolled in the Text Messaging Services. You are responsible for informing the Bank of any changes to your Mobile Device number, which can be done in writing or by updating the number of your Mobile Device directly through NetBanking Services.
2. **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.
3. **Authorized Use.** You represent that you are the owner or authorized user of the Mobile Device you use to enroll in the Text Messaging Services and to receive the Text Messages and that you are authorized to approve the applicable charges.
4. **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.
5. **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 or damages arising from (a) failed, delayed, or wrong delivery of any Text Message; (b) inaccurate content in a Text Message; or (c) your use or reliance on the contents of any Text Message. Text Messaging Services are provided on an "AS IS, AS AVAILABLE" basis.
6. **Text Messaging Data.** Data obtained from you in connection with the Text Messaging Services may include your mobile telephone number, your carrier's name, and the date, time and content of your Text Messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from your Text Messages usage, and their practices are governed by their own policies. We will only use the information you provide to transmit your Text Message or as otherwise



described in this Agreement. We reserve the right at any time to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, to protect our rights or property, or as permitted by law. When you complete forms online or otherwise provide information to us in connection with the Text Messaging Services, you agree to provide accurate and complete information.

7. **Proprietary Service.** Text Messaging Services and the content and materials received through the Text Messaging Services are proprietary to us and our licensors, and are for your personal, non-commercial use only. You will not damage, impair, interfere with or disrupt the Text Messaging Services or its functionality.
8. **Changes and Termination.** We reserve the right to revise charges and the terms and conditions of the Text Messaging Services from time to time. We may suspend or terminate Text Messaging Services to you if we believe you are in breach of our terms and conditions or at any time upon notice to you. Your use of the Text Messaging Services is also subject to termination if your wireless service terminates or lapses. We may discontinue your use of Text Messaging Services at any time. You can unsubscribe from the Text Messaging Services at any time by logging into NetBanking Services and going to Manage Alerts or by replying STOP to the text message. If you opt out of Text Messaging Services, alerts will be sent to your designated email address instead.

## 9. AVAILABLE SERVICES

You must meet certain eligibility requirements to use each of the NetBanking Services. The following is a list of NetBanking Services that are currently available:

### Account Access Services

- View “real-time” account balances and account information for your accounts;
- Review transaction history on your deposit and credit accounts;
- View electronic statements;
- Initiate a request to stop payment of a check;
- Order checks for your applicable deposit accounts;
- Elect to receive e-Statements;
- View check images;
- Change your contact information

### Transfer Services

- Transfer funds between your Accounts;
- Transfer funds to or from your Account(s) and External Account(s);
- Schedule future or recurring Transfers; and
- Modify or cancel Transfers.

### Bill Pay Services

- Initiate Payments to a Payee in the United States using funds from your deposit accounts;
- Schedule future or recurring Payments; and
- Modify or cancel Payments.

### Zelle® Services available via our mobile applications

- Initiate Payments to Contacts using funds in your deposit account
- Zelle® Services are only available through the Bank’s mobile applications





- Zelle® Services are only available for consumer accounts

### **9.1 Account Access Services.**

Account information provided to you as part of the NetBanking Services is not the official record of your account or its activity. Your account statements furnished to you in paper format, or electronically if you are enrolled in our e-Statement service, remain the official record of your accounts.

Unless otherwise indicated, the balance information displayed through NetBanking Services is the current available funds balance for your account. Transaction history that you obtain through NetBanking 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.

Except as otherwise provided in this Agreement, the provisions of your applicable Account Agreement apply to your use of the NetBanking Services to stop payment of a check.

Instructions to stop payment of checks must be initiated prior to 8:00 pm (Central Standard Time) on the Business Day you wish to have the payment of that check stopped. Instructions to stop payment of a check initiated after 8:00 pm (Central Standard Time) will typically be processed on the next Business Day.

It is possible that a check presented to the Bank for payment may be honored by the Bank even though you submitted Instructions earlier on that Business Day to the Bank through NetBanking Services to stop payment on a check. If you need to stop payment of a check on a timelier basis, please call 877-448-6500.

While we anticipate that most stop payments of checks will be processed in accordance with the time frames stated above, some stop payment requests may take longer to process due to circumstances beyond our control and in accordance with the provisions of this Agreement. We are not liable for the failure to stop payment of a check except as expressly provided in this Agreement or as otherwise required by law.

You may use personal financial management software (“PFMS”), such as Microsoft® Money, Quicken® or Quickbooks® to access account information, such as balance and transaction history through NetBanking Services. You agree not to use PFMS to perform transactions in connection with NetBanking Services. PFMS may only be used to download information from your accounts through NetBanking Services. Without limiting any other provisions in this Agreement, you agree that we have no liability or obligation related to your use of any PFMS and your use of PFMS is solely at your own risk. We make no representations regarding any PFMS. We do not grant any rights, licenses or permissions to use any PFMS. All rights, licenses or permissions to use PFMS must be obtained from the respective third party. Use of PFMS to perform transactions and connect directly to your accounts is governed by a separate agreement.

**9.2 Transfer Services.** You can use the Transfer Services to transmit instructions to the Bank to transfer funds between your CIBC Bank USA Accounts that have common owners. You can also use the Transfer Services to transmit Instructions to the Bank to transfer funds from your accounts to External Accounts at U.S. banks.



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.

Transfers may not be made to a business account from a personal account or to a personal account from a business account. The Bank may grant an exception to this rule for sole proprietorships, but prior approval from us must be obtained. To obtain this approval, please call 877-448-6500 or contact your relationship manager. Both the accounts that funds are transferred from, and accounts that funds are transferred to, must be eligible accounts. If your account was opened online, transfers from your account to an External Account are not permitted until after your account has been open for 30 days (this restriction does not apply to the CIBC Bank USA Smart Account). You are limited to designating a maximum of 20 External Accounts within NetBanking.

Transfers may be “immediate” (requested to occur on the same day Transfer Instructions are initiated) or “scheduled” (to occur on a future date) on a one-time or recurring basis. By initiating an immediate Transfer or by scheduling a Transfer, you are instructing us to withdraw funds from your account on a requested date and to transfer those funds to another of your accounts or External Accounts in accordance with your Instructions. Recurring Transfers are those made for the same dollar amount on the same date each month. Recurring Transfers cannot be scheduled more than 365 days in advance, unless the first scheduled Transfer is due within 365 days from the date it was originally scheduled. Transfers can be made from a demand deposit, money market, savings, or credit account. By providing the Bank with information pertaining to Transfers, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the information related to Transfers if there are any changes. All Transfers are subject to the terms and conditions of any applicable Account Agreement, including any applicable deposit account or credit agreement and the error resolution provisions within those agreements. Transfers to External Accounts may also be subject to any terms and conditions of the financial institution at which the External Accounts are held.

Immediate Transfers are typically processed on the same Business Day the Transfer Instructions are initiated, provided Instructions are sent prior to the Cutoff Time. Scheduled Transfers that are scheduled at least one day in advance of the Scheduled Transfer Date are typically processed on the same Business Day as the Scheduled Transfer Date. However, you understand that due to circumstances beyond our control and in accordance with the provisions of this Agreement, there may be a delay in the completion of the transaction. Transfers to an External Account are generally completed within 1-3 Business Days but may take longer in some circumstances. Transfers may be processed after the dates provided in this paragraph. We are not liable for any late Transfers except as expressly provided in this Agreement.

**9.3 Bill Pay Services.** You can use the Bill Pay Services to initiate a payment to a Payee in the United States using funds from your deposit account. You may not use the Bill Pay Services 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.





Bill Pay Payments can be scheduled on a one-time or recurring basis. By scheduling a Bill Pay Payment, you are instructing us to withdraw funds from your account on the Scheduled Payment Date to make a Bill Pay Payment in accordance with your Instructions. Recurring Payments are Bill Pay Payments made for the same dollar amount on the same date each month. Recurring Payments cannot be scheduled more than 365 days in advance, unless the first scheduled Payment is due within 365 days from the date it was originally scheduled. Bill Pay Payments can only be made from a demand deposit account or a money market account. If you use more than one account to make Bill Pay Payments, you must designate the account from which the Payment is to be made each time you schedule a Bill Pay Payment.

It remains at our sole discretion to determine the appropriate method for processing Bill Pay Payments to Payees; we may choose to make Bill Pay Payments electronically or by check.

You must select a Scheduled Payment Date and transmit your Bill Pay Payment Instructions to us at least five Business Days in advance of your Payment due date to help ensure the Bill Pay Payment is received by the Payee in a timely manner. While it is anticipated that most transactions will be processed and completed on the next Business Day after the Bill Pay Payment is scheduled to be made, you understand that due to circumstances beyond our control, including, but not limited to, delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited to you by your Payee.

**Zelle® services are available only through our mobile applications. Please refer to the CIBC Bank USA Mobile Banking End User Terms Agreement for the terms and conditions applicable to your use of Zelle® services.**

## **10. PAYMENTS TO PAYEES AND CONTACTS**

By providing the Bank with the names, account, and contact information of people or businesses to which you wish to make Payments (Payees and Contacts), you authorize us to follow the instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the Payee, Contact, and other contact and account information, if there are any changes.

## **11. ACH TRANSFERS AND PAYMENTS**

All ACH transfers will be made pursuant to Applicable Law, the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house (collectively, the "Rules"). You agree to be bound by these Rules, as they may be modified. In accordance with the Rules, any credit to an account is provisional until the credit has been finally settled by the Bank or other institution. If we do not receive final settlement for a Payment for any reason, we will charge back the amount of the Payment to the Account or any other of your accounts.

## **12. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We may disclose information to third parties about your Accounts, Payments, and Transfers you make:

1. As necessary to complete transactions;
2. In connection with the investigation of any claim you initiate;
3. To comply with government agency or court orders;



4. In accordance with your written permission; or
5. As otherwise permitted by the terms of our Privacy Notice.

Our Privacy Notice, which includes our information sharing practices, was provided to you when you opened your Account. You authorize us to obtain additional information from a Payee, Contact, financial institution, or other third party to resolve Payment or Transfer problems or to complete a Payment or Transfer.

### 13. TRANSFER LIMITS

**13.1 All Accounts (except CIBC Agility Savings and Premier Money Market).** The maximum dollar amount of any Transfer to an account at the Bank is \$9,999,999.99. Transfers to and from External Accounts (except for CIBC Agility Savings and Premier Money Market) are limited to 10 transfers or \$10,000.00 per day, and a maximum of \$25,000.00 per month per NetBanking Services user regardless of the number of accounts from which the transfers are made.

**13.2 For CIBC Agility Savings and Premier Money Market.** Transfers to and from External Accounts are limited to 10 transfers or \$125,000.00 per day, and a maximum of \$250,000.00 per month per NetBanking Services user. If you have a CIBC Agility Savings Account or Premier Money Market and other CIBC Bank USA Accounts, the CIBC Agility Savings or Premier Money Market limits will apply.

### 14. PAYMENT LIMITS

#### 14.1 Bill Pay Payments

The maximum Bill Pay Payment is \$10,000.00 per payment up to a total of \$25,000.00 per day per NetBanking Services user.

#### 14.2 Zelle® Payments

There are daily limits to the dollar amounts of transactions that may be made using Zelle®. Please refer to the CIBC Bank USA Zelle® Network Standard Terms within the CIBC Bank USA Mobile Banking End User Terms Agreement ("Mobile Banking Agreement") for more information regarding these limits. A copy of the most recent version of the Mobile Banking Agreement can be found within the Bank's mobile applications.

#### 14.3 All Accounts

For security reasons, we may delay, suspend, or impose additional limits on the dollar amount of Payments or Transfers from your account in our sole discretion, without prior notice to you.

#### 14.4 Limitations on the Frequency of Transactions on Money Market and Savings Accounts

Any Transfer or Payment made from any of your money market and savings accounts by using NetBanking Services is a restricted transfer subject to certain limitations. Please refer to your



Account Agreement for more information.

## **15. STOPPING, MODIFYING OR CANCELING PAYMENTS AND TRANSFERS**

### **15.1 When Using the Transfer Service**

You may modify or cancel future-dated scheduled or recurring Transfers prior to the Cutoff Time on the Business Day before the Scheduled Transfer Date through use of NetBanking Services or by contacting NetBanking Services Client Support Center at 877-448-6500. Immediate Transfers cannot be canceled after you send the Transfer Instructions to the Bank via NetBanking Services.

### **15.2 When Using the Bill Pay Service**

You may modify or cancel any future-dated scheduled or recurring Bill Pay Payments prior to the Cutoff Time on the Business Day before the Scheduled Payment Date through use of NetBanking Services or by contacting NetBanking Services Client Support Center at 877-448-6500.

### **15.3 When Using the Zelle® services via the mobile applications**

In general, you may not cancel a Zelle® Payment once it has been sent. Please refer to the CIBC Bank USA Zelle® Network Standard Terms within the Mobile Banking Agreement for more information regarding these limits. A copy of the most recent version of the Mobile Banking Agreement can be found within the Bank's mobile applications.

## **16. PROCESSING TIMES**

There is a time lag between the time you initiate a transaction through NetBanking Services and the time the Bank executes the transaction. 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.

The Cutoff Times and other specific times referred to in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of the applicable Cutoff Time or other specified times to eliminate the possibility of missing the Cutoff Time. Instructions received after the Cutoff Time or on non-Business Days will be considered received on the next Business Day.

## **17. TRANSFER AND PAYMENT PROCESSING**

Transfers or Payments may not be made if there are not sufficient available funds in your deposit account or sufficient available credit on a line of credit account on the date the Bank begins to process the transaction. Partial Transfers or Payments will not be made. If the entire dollar amount of your Transfer or Payment request is not available on the date the Bank begins to process the transaction, no portion of the Transfer or Payment may be completed. You agree to have sufficient funds or available credit in your account to cover each Payment you schedule from the time the Payment will be debited from your account until it is completed or cancelled. The amount of each Transfer or Payment will be debited from your account at the time the Transfer or Payment is initiated, except for Zelle® service



Payments where the recipient is not yet enrolled in Zelle. Please refer to the CIBC Bank USA Zelle® Network Standard Terms within the Mobile Banking Agreement for more information regarding these limits. A copy of the most recent version of the Mobile Banking Agreement can be found within the Bank's mobile applications. The amount of funds available will be determined in accordance with the applicable Account Agreement governing the Account. See Transfer Services section for information on availability of funds resulting from ACH debits.

## **18. INCOMPLETE TRANSFERS OR PAYMENTS**

We reserve the right to delay or refuse to complete a Transfer or Payment 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 Transfer or Payment may be fraudulent, erroneous, illegal, in violation of this Agreement, or suspicious.

## **19. RETURNED ITEMS AND OVERDRAFTS**

We have no obligation to pay any Item unless you have sufficient funds available in your Account to pay the Item when it is presented. If there are insufficient funds in your Account to pay the Item (excluding card transactions), we may, at our discretion, pay the Item, resulting in an overdraft in your Account, or return the Item for non-sufficient funds.

If an Item is presented for payment and returned due to non-sufficient funds (NSF), it may be returned a second time if that same Item is presented for payment again and you do not have the available balance to cover the Item.

We encourage you to keep your Account in Good Standing. Detailed record keeping of your transactions will help you avoid initiating ATM or point of sale (POS) transactions, writing checks, or authorizing other debits to your Account without sufficient funds. If your Account is not maintained in Good Standing, we may close your Account.

## **20. YOUR LIABILITY**

In general, when you transmit Instructions to us to make a Payment or Transfer through NetBanking Services with your User ID and Password and applicable Security Information, you authorize us to credit or charge your account for the amount described in the Instructions.

### **20.1 Unauthorized Transactions - For Consumer Deposit Accounts Only**

This section applies to consumer deposit accounts only. For credit accounts, refer to your applicable credit agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions regarding those accounts. For business accounts, see the "Unauthorized Transactions - For Business Deposit Accounts Only" section below.

If you have reason to believe that your User ID, Password, Security Information, or any other items or information that may allow access to NetBanking Services 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 NetBanking Services, 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 NetBanking Services



have 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 Transactions - For Consumer Deposit Accounts Only” section survive termination of this Agreement.

**Please refer to the CIBC Bank USA Zelle® Network Standard Terms within the Mobile Banking Agreement for more information regarding your liability when using Zelle® Services. A copy of the most recent version of the Mobile Banking Agreement can be found within the Bank’s mobile applications.**

## **20.2 Unauthorized Transactions – For Business Deposit Accounts Only**

This section applies to business deposit accounts only. Liability for unauthorized transactions regarding credit accounts is governed by the terms of your applicable credit agreements. Please refer to those documents for liability information.

If you have reason to believe that your User ID, Password, Security Information, or any other items or information that may allow access to NetBanking Services 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 NetBanking Services, you must call us immediately at 877-448-6500.

You are responsible for all Transfers and Payments that are authorized using your User ID, Password, or Security Information. If you permit others to access NetBanking Services using your Password, User ID, or Security Information, you are responsible for any transactions they authorize. Account access through NetBanking 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 NetBanking 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 Password, User ID, or Security Information. We are entitled to rely on the genuineness and authority of all Instructions received by us when accompanied by your Password, User ID, or Security Information, and to act on those Instructions.

We will have no liability to you for any errors or losses you sustain in using NetBanking Services except where we fail to exercise ordinary care in processing a transaction. Our



liability is limited to the amount of any funds improperly transferred from your account less any amount, which, even with the exercise of ordinary care, would have been lost.

Failure to report to us any unauthorized Transfer, Payment, or error on your account within sixty (60) days of our providing or making available to you the FIRST bank statement showing such unauthorized transaction or error relieves us of any liability for any losses sustained after the sixty day period. You are precluded from asserting any claim or error against us after that time period.

Your obligations and liability as provided in this “Unauthorized Transactions - For Business Deposit Accounts Only,” survive termination of this Agreement.

### **20.3 Errors or Questions – For Consumer Deposit Accounts Only**

This section applies to consumer deposit accounts only. For credit accounts, refer to your applicable credit agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions regarding those accounts.

If you think an electronic transaction 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. This is referred to as a “provisional credit.” 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.

### **20.4 Errors or Questions - For Business Deposit Accounts Only**

This section applies to business deposit accounts only. For errors or questions regarding your credit accounts, refer to your applicable credit agreements.





In the case of errors or questions about your Transfers or Payments, if you think your statement is incorrect, or you need more information about a Transfer or Payment listed on the statement, you should contact us as soon as possible by calling 877-448-6500. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the first statement on which the problem or error appeared. Failure to notify us precludes you from being able to assert a claim based on the problem or error. We will investigate any errors reported to us and advise you of the results of our investigation.

## **21. INDEMNITY**

You acknowledge and agree that you are personally responsible for your conduct while using the NetBanking Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, regarding: (i) your use of NetBanking Services; (ii) the use of NetBanking Services by anyone using your User ID, Password, or Security Information as permitted by Applicable Law; (iii) your violation of this Agreement or any Applicable Law or regulation; or (iv) your violation of or infringement on rights of any third party (including, but not limited to, privacy rights). Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from a telephone number, email address, or other delivery location that you provide that is not your own or your violation of applicable federal, U.S. state or local law, regulation or ordinance. Your obligations under this paragraph will survive termination of this Agreement.

## **22. RISK OF LOSS**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction that you transmitted, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than through NetBanking Services to ensure the accuracy and completeness of the transaction. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any affected transactions.

## **23. OUR LIABILITY**

### **23.1 NetBanking Services Bill Pay Guarantee for Consumer Deposit Accounts Only**

The following limited guarantee applies ONLY to Bill Pay Payments that are made from consumer deposit Accounts.

We will use reasonable efforts to make your Bill Pay Payments properly. If you follow the terms and conditions described in this Agreement, your account Agreements, and other instructions provided to you (including, but not limited to, initiating your Bill Pay Payment at least five (5) Business Days in advance of the due date), and we fail to process a Bill Pay Payment on the Scheduled Payment Date, we will bear responsibility for the late charges or penalties that you incur from the third party to whom payment was due, up to a maximum of two hundred dollars (\$200.00). We will not be liable for any Bill Pay Payment, including any late charges or penalties, if you do not comply with the terms and conditions of this



Agreement, your Account Agreements, and other instructions provided by us to you, or if you enter into any agreement or activity with a purpose of generating late payment fees.

### **23.2 Our Liability for Making Payments or Transfers**

We have no obligation to make Payments or Transfers, and incur no liability or obligation for late charges or penalties, except as provided in this Agreement or required by Applicable Law, if we are unable to complete any Payments or Transfers that you initiate using NetBanking Services due to circumstances, including, but not limited to:

1. Your account is closed, does not contain sufficient available funds to complete the Payment or Transfer, is subject to legal process or otherwise encumbered, or the Payment or Transfer would exceed the credit limit of your overdraft account;
2. NetBanking Services are not working properly, are unavailable, or have been interrupted;
3. Your equipment, software, or communications connection is not working properly;
4. The Payee mishandles or delays a Payment sent by us, a Contact does not accept a Payment, delays in claiming a Payment, or mishandles a Payment, or provides incorrect information, or the Payment is delayed or mishandled by the United States mail;
5. You do not provide us with the correct names, telephone number, account information or any other information necessary to effect a Payment or Transfer, or you otherwise fail to comply with applicable requirements;
6. 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;
7. This Agreement has been terminated;
8. Applicable Law prevents the completion of the Payment or Transfer;
9. We believe in good faith that the Payment or Transfer may be unauthorized, in error, fraudulent, illegal, in violation of this Agreement, in contravention of economic sanctions programs, or otherwise suspicious; or
10. Unusual or extraordinary circumstances that indicate improper or unlawful use of your account.

The above list contains examples of circumstances when we would not be liable for failing to make a Transfer or Payment and is not intended to be a complete list.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to the incorrect Payee or Contact, and this action was solely due to a bona fide error on our part, we shall be responsible for returning the improperly transferred funds to your account and for directing any previously misdirected Payments to the correct Payee or Contact. We will not be liable for any Payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement, your Account Agreements, and other instructions provided to you, or if you enter into any agreement where the purpose is to generate late payment fees. The Bank is not responsible for any failure of another financial institution to act in a timely manner. The Bank cannot guarantee the timely delivery or return of funds due the failure of another institution to act in a timely manner.



Notwithstanding anything in this Agreement to the contrary, we make no guarantee or representation that NetBanking Services will be uninterrupted or error-free. Our sole obligation to you, arising out of non-availability, interruption, or delay in providing the NetBanking Services, is to use commercially reasonable efforts to resume NetBanking Services.

The provisions in this “Our Liability for Making Payments or Transfers” section survive termination of this Agreement.

### **23.3 ENTIRE LIABILITY**

The provisions contained in the preceding paragraphs under the heading “our liability” constitute our entire liability to you and your exclusive remedy to the extent allowed by Applicable Law. In no event will we, or any of our agents or subcontractors, be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if we are advised of the possibility) related to NetBanking services or any systems, software or equipment, including, but not limited to, any related installation, maintenance, configuration or compatibility issues; mechanical or electronic equipment, including, but not limited to, the internet and communication lines; access to and use of NetBanking services; your systems; and failure or unavailability of internet access, problems with internet service providers, problems or delays with communications networks. The bank is not liable for any damages or loss that may be caused to any system, equipment, or software due to any malicious code, viruses, defects or malfunctions, including, but not limited to, any loss of information. You agree that your use of the services is at your sole risk.

The provisions in the “Entire Liability” section shall survive termination of this Agreement.

### **24. EXCLUSION OF WARRANTIES**

NetBanking 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 NetBanking services, related documentation, and all information included in or accessible from the site. You acknowledge that we make no warranty that NetBanking services will be uninterrupted, timely, secure or error-free.

The provisions of this “Exclusion of Warranties” section survive termination of this Agreement.

### **25. NOTICES AND EMAIL**

You agree that you will not send any confidential information to us via email. You agree that by using NetBanking Services, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or NetBanking may be sent to you via regular mail or electronically in accordance with the Electronic Disclosure Consent Agreement, which you must agree to in order to use NetBanking Services.

### **26. ADDRESS CHANGES**



You agree to notify us promptly, in writing, of any change of address at:

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

## **27. AGREEMENT TERMINATION**

This Agreement shall remain in effect until you or the Bank terminates it. We may terminate or suspend this Agreement for any reason at any time without prior notice. You agree that we may, at our sole discretion, limit, suspend, discontinue, or change the NetBanking Services, in whole or in part, at any time. You will be notified of any changes if we are legally required to do so. The termination of this Agreement will not terminate your account relationship or other agreements you have with us, unless those agreements are terminated separately. You may terminate this Agreement at any time by following the procedure described below.

By terminating this Agreement, your ability to use NetBanking Services will be discontinued. If you wish to terminate this Agreement, you must send us a signed written request by United States mail to:

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

We will act on your request to terminate this Agreement and discontinue your access to NetBanking Services within a reasonable time after receiving your request. If you terminate this Agreement, it is your sole obligation to cancel all outstanding scheduled Payments and Transfers. If you do not cancel your outstanding Payments and Transfers, we may continue to make these Payments and Transfers until we process your termination request and discontinuation request. If you close an account, it will automatically cancel your Bill Payment, Zelle®, and Transfer Services from that account, including any future dated Payments or Transfers. It is your responsibility to make other arrangements for paying your bills and making transfers.

Once we have terminated this Agreement pursuant to your request, we will make no further Transfers or Payments from your accounts through NetBanking Services, including any Transfers or Payments you previously scheduled or authorized except if a Payment is already in process. Payments that are already in process may still be claimed or sent.

The liability and obligations incurred prior to any termination, suspension or discontinuation date survive the termination of this Agreement for all purposes.

## **28. WAIVER**

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

## **29. SEVERABILITY**



If any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law. The remaining provisions of this Agreement and the application of the challenged provision to people, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected by this, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **30. SURVIVAL**

All representations regarding liability and warranties, including, but not limited to, the “Your Liability,” and “Our Liability” and other sections as specifically stated in this Agreement, shall survive termination of the Agreement.

### **31. ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign or delegate certain parts of our rights and responsibilities under this Agreement to affiliated entities, independent contractors, or other third parties. If more than one person is authorized to use NetBanking Services, he or she is bound jointly and severally under this Agreement, and the Bank may act on the Instructions of any authorized user.

### **32. CHOICE OF LAW**

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.