CIT Bank Agreement for Personal Accounts

WELCOME TO CIT BANK, a division of First-Citizens Bank & Trust Company ("CIT BANK")

Banking with CIT Bank
Thank you for banking with CIT Bank. We look forward to serving you.

Ways to Access Your Account
You can access your account and get information about our accounts and services:

- At ATMs using your Debit Card.
- Through our Online Banking at www.CITBank.com
- Through our Contact Center at 855-462-2652.
- Through our downloadable mobile banking application.

YOUR AGREEMENT WITH US

Our Agreement
This "CIT Bank Agreement for Personal Accounts" document is designed for use with CIT Bank's companion disclosures, fee schedules and any applicable product or service addenda (together referred to as the "Agreement"). This Agreement explains CIT Bank's consumer deposit accounts and other related services (the "Services") we make available to you, as well as the terms and fees that govern these accounts and services.

When you open an account on our website you enroll in our Online Banking Services and agree and consent to all terms and conditions of this Agreement which includes your authorization for us to accept your electronic instructions to perform specific functions initiated by you on our Online Banking website. This Agreement is provided to you and accepted by you electronically pursuant to the E-Sign Disclosure and Consent you agreed to when you began the enrollment process for Online Banking. We recommend that you print this Agreement for your records, or you may obtain a paper copy of this Agreement at no charge by calling our Contact Center at 855-462- 2652 or writing to CIT Bank, P.O. Box 7056, Pasadena, CA 91109-9699.

We may add to, delete or change the terms of this Agreement at any time subject to applicable law. Except as indicated herein, we will inform you of changes that affect your rights and obligations. Throughout this Agreement, the words "you," "your" and "yours" refer to the account owner or owners. Each person listed on our account records is an owner of the account opened under this Agreement. "We," "us," "the Bank" and "our" refer to CIT Bank.

This Agreement contains important information about your accounts and the Services. You are responsible for ensuring that all authorized signers on your account are familiar with our Agreement. We recommend you retain a copy of this Agreement (and any other notices the Bank provides you regarding changes to this Agreement) for as long as you maintain an account with us. This Agreement does not apply to any accounts you may have with First-Citizens Bank & Trust Company, including accounts opened at First Citizen Bank branches, except as noted otherwise herein.

Dispute Resolution / Arbitration Agreement
THIS AGREEMENT INCLUDES OUR INTENT TO ARBITRATE ANY DISPUTES BETWEEN YOU AND THE BANK INSTEAD OF HAVING SUCH DISPUTES RESOLVED THROUGH A COURT TRIAL BEFORE A JUDGE OR JURY. PLEASE READ THE RESOLUTION OF DISPUTES SECTION OF THIS AGREEMENT CAREFULLY.

Amendments and Changes in Account Terms
We may change the terms of this Agreement (including adding new or different terms or removing terms) at any time without prior notice, unless prior notice is required by law. When changes are made, we will update this Agreement on our website on or before the effective date of such changes, unless an immediate change is necessary to maintain the security of the system or to comply with legal requirements. We will notify you of any changes as required by law by mailing, e-mailing or delivering a notice, a statement message or an amended Agreement to any of you at the last address (location or e-mail) on file for you, your account or the service in question, or by posting the information on our website or otherwise making it available to you. By continuing to keep your account open or using the Services after we notify you of any changes, you agree to such changes.

You may obtain a paper copy of any amendments or changes to this Agreement by calling our Contact Center at 855-462-2652 or writing to CIT Bank, P.O. Box 7056, Pasadena, CA 91109-9699. A copy of our current Agreement is also available on our website.

FDIC Insurance
Funds in your deposit accounts are generally insured up to $250,000 per depositor by the Federal Deposit Insurance Corporation (FDIC). The FDIC provides separate coverage for deposits held in different account ownerships such as: (1) individual or single ownership accounts; (2) joint ownership accounts; (3) revocable trust accounts (including payable-on-death accounts); (4) corporations, partnerships and unincorporated association accounts; and (5) certain individual retirement accounts.

First-Citizens Bank & Trust Company and its CIT Bank division are same FDIC-Insured Institution. Deposits held under each name are not separately insured but are combined to determine whether a depositor has exceeded the$250,000 federal insurance deposit limit, per depositor for each ownership category. For purposes of calculating aggregate deposits, you should include deposits held in First-Citizens Bank & Trust Company and CIT Bank.

To calculate your deposit insurance coverage, use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie. For questions about FDIC coverage limits and requirements visit www.fdic.gov/deposit/deposits or call toll-free at 1-877-ASK-FDIC.

Consent to Receive Telephone Calls/Text & SMS Messages
When you provide us with your residential, business or mobile phone number you are deemed to have expressly consented to receiving telephone calls and text or SMS messages to such numbers. You also consent to receipt of such calls or messages made by us using an auto dialer and/or prerecorded or artificial voice messages to you to provide banking services.

INFORMATION ABOUT YOU AND YOUR ACCOUNTS WITH US

Customer Identification Program
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. In some cases we may also be required to ascertain the identity of the beneficial owners of certain accounts.

What this means to you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you or the beneficial owners of the account. In those instances where we are unable to complete identity verification using information from a third-party, we may at our discretion: (1) request that you provide acceptable additional documentation or information and (2) block deposit and withdrawal activity on the account until such time as the identity verification has been satisfactorily completed. In those instances where identity verification is not satisfactorily completed within a reasonable period of time after account opening and/or our notification to you of the same, we may, at our option, close the account and mail the proceeds to you in the form of a bank check.

Credit Verification
By opening an account with the Bank, or by agreeing to be an owner or signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain account experience information or credit information about you from consumer or credit reporting agencies and/or by any other means where permitted by law. We may do so at the time you open the account, at any time while your account is open, or after your account is closed if you owe us any amounts related to your account. If you do not handle your account in a satisfactory manner and/or it is necessary for us to charge off your account as a loss, we will report such negative information to consumer-reporting agencies.

Telephone and E-Mail Monitoring
We may randomly monitor (and may also record) customer service telephone conversations and electronic communications to ensure that you receive courteous and efficient service. When you, or anyone you authorize, communicate with us, you agree that your call or e-mail may be monitored and/or recorded without further notice to you.

ACCOUNT OWNERSHIP

Personal Accounts in General
Accounts such as individual, joint account (with or without right of survivorship), payable-on-death (POD), etc. are intended for personal, family or household purposes and may not be used for business or commercial purposes. If a personal account is being used for business or commercial purposes, we reserve the right to close the account.

Ownership Types
Deposit accounts can be held in the types of ownership described below.

- Individual Account — This account is owned by only one person who can deposit, transfer or withdraw funds. IRAs may only be held as individual accounts.
- Joint Account — This account is owned by multiple individuals. Each joint owner on this account enjoys full access to it and agrees each owner can make a deposit, transfer or withdraw funds, and may close the account. All joint accounts are titled as joint tenants with right of survivorship. This means that if one owner dies, the account will belong to the survivor(s). If we provide notice to one joint owner, all joint owners are deemed to have received notice. The first person named on the account will be the “Primary Owner.” The Primary Owner will (i) receive tax documents, such as 1099s; (ii) have access to tax documents and account statements online and (iii) have all accounts in which the person is the Primary Owner consolidated for online viewing and statement purposes.
- Payable-on-Death (POD) and Totten Trust Accounts (ITF) — Payable-on-death and Totten Trust accounts are accounts which are payable on request to one or more depositors during their lifetimes and, upon the death of the last depositor, to one or more designated beneficiaries or payees. If there is more than one surviving beneficiary or payee, each will receive an equal share of the account unless you make a different designation. We may require joint instructions of, or payments to, all beneficiaries or payees.
- Transfers/Gifts to Minors Act Account — If opened on or after May 25, 2023, this account is established pursuant to the North Carolina Uniform Transfers to Minors Act by a designated Custodian to hold funds belonging to a minor until such time as the custodianship terminates pursuant to the North Carolina Uniform Transfers to Minors Act. If this account was opened prior to May 25, 2023, the account will remain subject to the California Uniform Transfers to Minors Act until such time as the custodianship terminates pursuant to California Uniform Transfers to Minors Act. We have no duty to monitor the account or ensure that the Custodian is complying with their obligations under the UTMA law.
- Accounts for Personal Trusts – An account for a trust is an account that a trustee (appointed by a grantor/ settlor/trustor (“grantor”) in a written revocable trust agreement) opens for a trust. The trust owns the account, and the trustee manages it. We will only open accounts for personal trusts created for the benefit of individuals or families. To open an account for a trust, we will require a Certification of Trust, and may require copies of certain pages from the trust agreement, as well as other supporting documents. By accepting any of these documents, we do not assume any responsibility to review or comply with the terms of the trust agreement; the grantors and beneficiaries of the trust agree that we will not be liable if the trustee breaches their fiduciary duty or fails to comply with the terms of the trust. When an account for a trust is opened, the maximum number of trustees allowed on the account will be limited to two (2) trustees regardless of the number of trustees named in a trust agreement. One trustee on the account must also be the grantor whose Social Security/ITIN number serves as the Tax Identification Number for the trust. We will assume that any trustee listed in the trust agreement or Certification of Trust may act individually on behalf of the trust. If a grantor dies, we will require documentation to proceed with modifying any existing account. If a trustee dies or is replaced, we reserve the right to require documentation reasonably acceptable to us identifying the successor trustee. We will not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement or other trust document that says otherwise.

Some General Information
When you open an account with us, we may rely on information you give us and we maintain in our records. From this information we determine the type and ownership of the account opened. If you ask us to make a change to this information or any change to your account, and we agree to the change, the change will not be effective until we have had a reasonable period of time to act on the new information. For example, if you ask us to change one or more signers on your account, the request will not be effective until we have had enough time to review your request and act on it. If we ask you to give us additional documents or information, and you do not do so promptly, we may close your account. When we accept a deposit to an account or permit a withdrawal, we may rely upon the current ownership of the account, the information currently in our records, and the terms of this Agreement at the time we process the transaction. We are not obligated to inquire about the source or ownership of any funds we receive for deposit or about the use of funds withdrawn.

When we permit a withdrawal from an account at the request of any signer (or the agent of any signer, as applicable), in accordance with this Agreement, the withdrawal is a release and discharge of the Bank from all claims regarding the withdrawal. If you open an account in the names of two or more individuals, and we later determine that one or more of them have not completed our account opening documents (or provided us with certain requested information), you agree to hold us harmless for our reliance on your initial instructions.

We may in our discretion either: (1) treat the account as being owned by all persons in whose names the account was opened or (2) treat the account as being owned solely by the persons who have completed our account opening documents.

If we treat the account as owned by all persons in whose names the account was opened, we may permit any non- signing person to withdraw funds from the account or take any other action without any liability to you. We may require you to close the account in order to remove a co-owner, terminate joint ownership or change a payable-on- death (POD) or trust designation.

Transfer / Assignment
All accounts are nontransferable except upon the books and records of the Bank. We may require surrender of the evidence of account. You may not grant, transfer or assign any of your rights to any account without prior written consent of the Bank. We are not required to accept or recognize an attempted assignment of your account or any interest in it.

GENERAL INFORMATION ABOUT TYPES OF ACCOUNTS

Checking, Savings and Money Market Products Offered
We have variable rate interest bearing checking, savings and money market accounts that will suit the banking needs of consumers. Please refer to the “Consumer Product” section for account details and eligibility. For a complete listing of our products and current rates please visit www.CITBank.com.

Certificate of Deposit Products Offered
We offer a range of certificate of deposit (CD) accounts with a variety of terms. Please refer to the “Consumer Product” section for account details and eligibility. For a complete listing of our products and current rates please visit www.CITBank.com.

PAYMENT OF OVERDRAFTS

Maintaining an Available Balance
It is your responsibility to make sure that your account contains sufficient available funds at the time you make a withdrawal or transfer, authorize a debit card purchase or other debit transaction of any kind. If you are uncertain of your available balance, please contact us, check your account balance at an ATM, access our Online Banking Service at www.CITBank.com or use our Mobile Banking App. If you do not have sufficient available funds on deposit in your account to cover a debit transaction, we may return the item unpaid or, in our discretion, authorize and pay the transaction creating an overdraft.

Payments of Overdrafts
We are not obligated to pay any item presented for payment against your account if your account does not have sufficient available funds. If we pay a transaction by overdrawing your account, we are not obligated to continue paying such transactions and creating or increasing overdrafts in the future. We may stop paying items which create overdrafts at once without notice to you. You are liable to us to repay immediately any overdrafts on your account whether you created them or not If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may terminate, without notice, any account with excessive insufficient funds activity, and report the account to a consumer-reporting agency.

No Overdraft Fees
There are no fees associated with each transaction that we either pay, which results in an overdraft, or do not pay (and return unpaid) which would have resulted in an overdraft had we paid it (usually due to insufficient or unavailable funds).

Overdraft Protection
The Bank offers the following overdraft protection service: Savings Overdraft Transfer Service - With this service, you authorize the Bank to make transfers of available funds automatically from your savings or money market account to cover overdrafts in your checking account.

Transfers from your savings or money market account are made in the exact amount of the overdraft. You must enroll into this service.

ABOUT OUR POSTING ORDER

General Posting Order
We ordinarily post items within certain debit “categories” from the lowest to highest dollar amount, regardless of the order in which they occur or we receive them. Refer to “Credit and Debit Categories for Posting” below for more information.

Credit and Debit Categories for Posting
We may establish, at our discretion, different categories of debits and credits, and then determine posting orders within each category. A category may include more than one type of debit or credit. Debit categories may include debit card purchases, withdrawals (via ATM, preauthorized and online), payments and various fees. Credits that may be included in a credit category for posting may include deposits, direct deposits and other types of credits. We may change categories and orders within categories at any time without notice.

We may change our posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account.

Determination of Posting Order
We do not post credits and debits to your account in the order in which they occur or we receive them. Sometimes they are not posted to your account on the same day that they occur. For example, when you use your debit card to make a purchase, the merchant or the person or business from whom you made the purchase may not present the debit charge to us for payment until several days later. We may treat credits and debits to your account which we receive on any day as if we received all of them at the end of that day and post them in the order we determine.

DEPOSITS AND COLLECTIONS

Accepting Items for Deposit
We may accept items for deposit, accept items for collection only, refuse items for deposit or return all or part of any deposit. If we accept checks or other items for deposit to your account, you are responsible for the checks and other items if there is a subsequent problem with them.

- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.

- We may refuse to accept for deposit to your account items payable to another person ("third party checks"), travelers checks or starter checks.
- If we deposit a check or other item to your account and it is not paid for any reason, we will charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit.
- If we accept checks or other items for deposit or collection, we act only as your collection agent and assume no responsibility beyond ordinary care. We are not responsible for errors and delays made by other institutions in the collection process.
- When you send us deposits by mail, we treat them as received at the time we receive actual delivery of the deposit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized reproduction of that person's signature.

Verification and Collection
We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid or if it was improperly paid, even if this causes your account to become overdrawn.

Items Sent for Collection
We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason even if this causes your account to be overdrawn. Other institutions that send or receive items for collection involving your account may impose a fee for their services.

Lost Items
We act only as your collection agent when receiving items for deposit. Be aware that we reserve the right to reverse the credit for any deposited item should they become lost, mutilated, or destroyed while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost items by providing us with such information and other assistance as we request.

Remotely Created Checks and Demand Drafts
You may not deposit remotely created checks or demand drafts to an account with us without our prior, express written consent. If you do deposit remotely created checks or demand drafts to your account you agree that we may place a hold or otherwise restrict your account, or any other account you hold with us, in an amount we deem necessary should any such item be returned unpaid for any reason or returned to us with a claim that the item was unauthorized. You agree that the amount of funds subject to hold and the duration of such hold shall be determined solely by us in our discretion.

Delivery of Deposits and Verification
You may present deposits to us through various channels including mail, mobile remote deposit capture or other means that we may make available. We may use the channel and time of delivery to determine when you receive credit for the deposit. If we credit your account for the amount shown on the deposit instruction, the credit is subject to subsequent verification by us and our determination of the deposit amount is final.

If you provide an endorsement on an item deposited to your account, such endorsement must adhere to all federal and state law requirements as well as banking industry practice. If you make a deposit using mobile remote deposit capture, the Mobile Remote Deposit - Terms of Use will also govern the deposit. (See Mobile Remote Deposit - Terms of Use section.)

Endorsements

You authorize the Bank to supply your endorsement on any item that the Bank accepts for collection, payment or deposit to your account. You also authorize the Bank to collect any unendorsed item that is made payable to you without first obtaining your endorsement, provided the item was deposited to your account. The Bank may refuse to pay or cash any item or accept any item for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the item.

If you deposit a check that contains a carbon band, printing, endorsements or other material on the back of the check outside the area extending 1½ inches from the trailing edge of the check, that material could also interfere with endorsements by other banks and cause delays in returning the check.

Therefore, you agree that the Bank shall not be liable to you for, and you will indemnify and hold the Bank harmless from any and all claims, loss, costs and expenses (including reasonable attorneys' fees and the costs of litigation) that the Bank or you may incur as a result of the late return of a check caused by carbon band, printing, endorsements or other material on the back of any check deposited to your account that extend outside the area extending 1½ inches from the trailing edge of the check. The trailing edge is defined as the left side of the check when viewing it from the front.

Identifying Your Account for Deposits

You are responsible for correctly identifying the account to which you want funds deposited or payments made. We may credit a deposit to an account based solely on the account number listed on the deposit instruction to credit an account, even if the name on the deposit instruction differs from the name on the account. You are responsible for any cost, loss or damage caused by your failure to properly identify the account to which a deposit is to be made.

Correction of Deposit Errors

When we receive your deposits, we provisionally credit your account for the amount indicated on the instruction, subject to later verification by us. You must ensure that the amount indicated on the instruction is correct even if you did not prepare the instruction. If we later determine that the amount indicated on the instruction is incorrect, we may make the appropriate debit or credit adjustment to your account. However, if in our determination the error on the instruction was inadvertent and is less than our standard adjustment amount, we will not adjust the amount of deposit to your account unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notification period has expired and you have not brought any error to our attention, the deposit amount indicated on the statement will be considered final.

Returned Items / Transactions

If we are notified that an item you deposited is being returned unpaid, we may attempt to re-clear the item at our discretion, place a hold on the funds in question (refer to the "Funds Availability Policy" section) or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. We may notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

Depositing Substitute Checks

You agree that you will not, without our prior permission deposit "substitute checks" as defined by federal law or drafts that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you give us the same warranties and indemnities that we would give under applicable law as a reconverting bank. You further agree to reimburse us for losses, costs, damages and attorneys' fees we may incur as a result of such action. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all losses, costs and damages we incur because the resulting substitute check (from the electronic representation) does not meet the requirements for legal equivalence or causes duplicate payments.

Foreign Checks and Transactions
You may not deposit any foreign checks or other items to your account. We will not process such items and you will be liable to us for any fees or charges we incur as a result of such deposits. A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch of a bank located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars. Some are payable in a foreign currency.

FUNDS AVAILABILITY POLICY

Your Ability to Withdraw Funds
Our policy is generally to make funds from your check deposits with us available to you on the first business day we are open after the day we receive your deposit. Once the funds are available, you can use the funds to obtain cash at an ATM and to pay transactions you have authorized. Incoming wire transfers will be available on the day we receive the deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and Federal holidays. If we receive your deposit on a day other than a business day or on a day we are not open, the deposit will be considered received on the next business day. If you make a deposit via mobile remote deposit capture before 4:00 p.m. PT on a business day we are open, we will consider that the day of deposit. Deposits made after this time will be considered received on the next business day.

Deposits Made Via Automated Clearing House Transactions
Funds deposited by an Automated Clearing House (ACH) transaction you initiate with CIT Bank (where the funds come from your account at another bank for deposit to your CIT Bank account) are subject to a hold on such deposited funds for a period of 5 business days. Funds transmitted through FedNow are not subject to a five-day hold and are available when they are posted by the receiving bank.

Funds Deposited by an ACH transaction you initiate through another U.S. financial institution (where the funds are sent from your account at another bank for deposit to your CIT Bank account) are credited and available as of the business day CIT Bank receives the funds from your bank.

Longer Delays May Apply
In some cases, we will not make all of the funds that you deposit by check available to you the next business day after we receive your deposit. Funds you deposit by check may be delayed for a longer period of time under certain circumstances, including the following:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the date of your deposit. If we decide to take this action, we will send you the notice by the following business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules for New Accounts
If you are a new customer, the following special rules apply during the first 30 calendar days that your account is open. Funds from wire transfers and certain electronic direct deposits to your account will be available on the day we receive the deposit. The first $6,725 of a day’s total deposits of U.S. Treasury checks payable to you will be available on the first business day after the day of your deposit. The first $6,725 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s and federal (other than U.S. Treasury checks), state and local government checks will be available on the second business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the seventh business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Holds on Other Funds
If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

CIT Bank reserves the right to place an extended hold on any deposits that are believed to be fraudulent or are suspicious.

ECHECKING WITHDRAWALS

No Paper or Remotely Created Checks or Drafts Permitted
Paper checks, or remotely created checks or drafts prepared using your account information will not be payable from your eChecking account. Any such items presented for payment against your account will not be paid and will be returned marked “refer to maker.” You will be liable to us for any fees or charges we incur as a result of the presentation of such items.

Paying Items Drawn on Your Account
We may debit your account for an item drawn on your account either on the day it is presented to us for payment or on the day we receive notice that the item has been deposited for collection at another financial institution - whichever is earlier. If you do not have sufficient available funds to cover the item, we will decide whether to return it or to pay it and overdraw your account. We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

COMMUNICATIONS, NOTICES AND STATEMENTS WE MAY SEND YOU

About Sending Communications, Notices and Statements to You
You should promptly review all notices, account statements and other communications (hereafter referred to as “communications”) we send you. Many communications will inform you of changes affecting your rights and obligations. When we send communications we may:

- address notices to one account owner;
- destroy communications that are sent to you and returned to us as being undeliverable, along with any accompanying items;
- authorize the post office or an agent to destroy communications along with items that the post office informs us are undeliverable;
- send communications to you at the electronic or street address we have in our records for your account; and
- stop sending communications to you until a new address is provided to us if we reasonably believe that the address we have in our records for your account is wrong.

We are not responsible for communications lost while not in our possession.

Delivery of Communications about Changes
When we inform you of changes affecting your accounts, rights and obligations, we do so by delivering or making the communication available to you. In some cases, we may post a notice of a change on our website. Otherwise, we may mail the communication regarding a change to you at the address currently in our records or via text message, e- mail, secure messaging or other means (if you have agreed to such method). We may provide a communication as a message on your statement or as a statement insert. If a communication of a change is returned to us as undeliverable, or if we stop sending communications to you because previous communications (including account statements) we sent you were returned to us as undeliverable, you understand that copies of such communications can be requested from us by calling 855-462-2652. You agree to these methods of delivery and that changes covered in these communications are effective and binding on you. A communication sent to any one account owner is deemed notice to all account owners.

Change of Address
You agree to notify us immediately of any change of your street or email address. We may require that you notify us of any change of address in writing. You may request to change your address by calling us at 855-462-2652 or by logging in to your Online Banking account.

We may update your mailing address if we receive information from the postal service or a reliable third party that you have moved and have a new address. It is your responsibility to ensure that the contact information in your Online Banking profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email address.

Changes in Ownership and Authorized Signers
You agree to notify us immediately in writing of any change in your name or the authorized signers on your account. We may rely solely on our account records to determine the ownership of your account.

If the authorized person(s) on your account changes, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so. In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized signers on our records, and you agree that we will be given a reasonable opportunity to make the necessary changes.

PROTECTING YOUR ACCOUNTS

Precautions You Should Take
To help prevent fraud and identity theft as well as protect your assets, we recommend that you take the following precautions:

- Notify us immediately if your debit card or any document containing your identification is lost or stolen.
- If you're new CIT Bank Debit Card does not arrive within a reasonable period of time, call us at 855-462-2652.
- Do not share your PIN or any account access password (e.g., online banking) with anyone; do not write your PIN on your card or keep it with your card.
- Keep accurate records of your account transactions and reconcile your statements as soon as they are made available to you.
- Contact us immediately at 855-462-2652 if there are any discrepancies on your statement that you cannot explain or if you do not receive a statement when expected.
- If using our mobile banking service, protect your mobile phone or other device with a passcode or other security feature to prevent anyone other than you from accessing your accounts.
- Additional information about protecting your accounts is available on www.CITBank.com.
- Sign up for eStatements in lieu of receiving paper statements in the mail.

Closing a Compromised Account
If you or we suspect that your account is or may be compromised (including any unauthorized transactions on the account), we may recommend that you close your account and open a new account. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

REPORTING UNAUTHORIZED TRANSACTIONS AND PROBLEMS

Please note that different notice and liability rules apply to certain electronic fund transfers. See the section entitled "Electronic Fund Transfer Agreement and Disclosure" in this document.

Types of Unauthorized Transactions
Some examples of unauthorized transactions or potential problems include: suspected fraud; missing deposits; missing, stolen or unauthorized withdrawal orders; withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; and encoding errors made by you or us.

Reviewing Statements and Reporting Unauthorized Use of Your Account
When we make an account statement available to you, we are required to provide sufficient information to enable you to identify the items paid. If we return the paid items, provide an image of the paid items or describe the paid items by item number, amount, and the date of payment, such information shall be treated as sufficient information for the purposes of this Agreement. You must promptly report and reimburse us for any erroneous credit. You agree that within 30 calendar days after we mail or otherwise make a statement or transaction notice available to you, you must report to us any problem or unauthorized transactions including (without limitation) a claim for credit or refund due for an erroneous debit. It is agreed that the first business day following the statement date or the date we otherwise make the information available to you is the start of the 30-calendar-day period.

Not Reporting Unauthorized Transactions Timely
If you do not notify us within the time frame specified above, it is agreed that we will conclusively presume that the stated balance is correct regarding debits described on the statement. This means that we are released from all liability for the items charged to your account, and for all other transactions or matters covered by the statement. If you don't report to us missing debit items, unauthorized transactions or other suspected misuse of your account, in addition to any rights we have by law, the Bank will not be responsible for any subsequent fraudulent uses of your account by the same person that occur after you have been afforded a reasonable period of time (not exceeding 30 calendar days) after we send a statement containing information about the first fraudulent transaction.

Our Investigation of Your Unauthorized Transaction
If you report to us that an unauthorized transaction has occurred, you agree to cooperate with us in the investigation of your claim. You agree to provide us with an affidavit containing the information we require concerning the transaction. You also agree to assist us in identifying and prosecuting the suspected wrongdoer(s). You agree that we have a reasonable period of time to investigate the facts surrounding any loss you claim, and that we are under no obligation to provisionally credit your account during our investigation.

Voluntary Disclosure of Your Account Number
If you voluntarily disclose your account number to another person through any means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. We may pay these items and charge your account.

Our Maximum Liability
Unless provided elsewhere in this Agreement, our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit, forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for any consequential losses or damages of any kind, including loss of profits or attorneys' fees incurred by you.

OTHER TERMS AND CONDITIONS

Business Days
Our "business days" are Monday through Friday, excluding Saturdays, Sundays, and federal holidays, even if we are open. You may use your computer to access the Online Banking services 24-hours a day, seven days a week, except when the system is unavailable.

Closing an Account
You, or we, in our sole discretion, may close your account at any time with or without cause. If we close your account, we may send the balance on deposit in your account by ordinary mail to your most recent address shown on our account records. We may, but are not required to, allow you to leave on deposit sufficient funds to cover outstanding items to be paid from your account. If we do allow such funds to remain on deposit, the terms and conditions of this Agreement will continue until we make a final disbursement from the account. If we do not allow you to keep any funds on deposit, we are not liable for any loss or damage that may result from not honoring any of your items or transactions that are presented or otherwise received after your

account is closed. We may also report to third parties that we have closed your account. If you request us to close your account and issue the balance using an official Bank check to you or a designated payee, or to transfer funds to another financial institution by check or by wire, we may charge a fee.

Complete Agreement, Captions
This Agreement sets forth the entire understanding between us and you with respect to your accounts and the Services and supersedes any prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what any of our employees or agents say, and the terms of this Agreement, the terms of this Agreement will prevail.

Compliance
You agree to comply with all applicable laws and regulations, including, without limitation, U.S. economic sanctions laws and regulations administered by the Office of Foreign Assets Control (OFAC) of the U.S. Treasury Department.

You agree not to use your account for any illegal transactions or activity, for example, those prohibited by the Unlawful Internet Gambling Act of 2006. If we suspect that you are using your account in violation of the law or to conduct illegal transactions, we may refuse the transactions or freeze the amount in question or the entire account while we investigate the matter.

Conflicting Claims to Funds or Other Property
If there is any uncertainty regarding the ownership of an account or its funds, or if there are conflicting demands over its ownership or control; if we are unable to determine any person’s authority to give us instructions, or we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or if we believe a transaction may be fraudulent or may violate a law, we may, at our sole discretion:

- freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person’s right and authority over the account and its funds.
- require the signatures of all authorized signers for the withdrawal of funds, the closing of an account or any change in the account regardless of the number of authorized signers on the account;
- request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or
- continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records.

The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Death or Incompetence
You agree to notify us immediately if any owner or authorized signer on your account dies or is declared incompetent by a court of appropriate jurisdiction. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners or signers are alive and competent, and we will not be liable for any actions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on the account and refuse to accept transactions.

If there is any question as to the ownership of the funds as a result of the death of an owner, we may place holds on any funds in the account pending receipt of satisfactory proof of each person’s right to the funds. If a deposit payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer. Such deposits could include salary, pension, governmental or retirement benefit payments.

Facsimile Signature
We may rely and act upon a facsimile signature (or “signature stamp”) affixed by anyone on an item drawn against or deposited to your account when that facsimile signature resembles the actual signature of an

authorized signer on your account whom you have advised us will sign by facsimile signature or who, as a matter of practice, signs by use of a facsimile signature. We will not be liable to you if use of the facsimile signature was unauthorized, even if the size or color of the facsimile signature is different from that of any signature previously presented to us. You agree to indemnify us for all losses, claims, damages and expenses that result from payment of a withdrawal or item bearing a facsimile signature.

Fees and Charges

We may debit our fees and charges and any fees and charges assessed by others for transactions requested or initiated by you from any account you maintain with us. If there are insufficient funds available to pay any fee or charge, you may incur an additional charge, or we may close your account. You are provided a schedule of our fees and charges when your account is opened and will receive notice when a fee or charge is changed. Fees and charges will appear on your account statements, and we are not required to give you a separate notice each time a fee or charge is assessed. You may obtain a current Fee Schedule on our website.

Governing Law

This Agreement, your account(s) and the Services, shall be governed by and construed in accordance with the laws and regulations of the United States and, to the extent applicable, the laws of the State of North Carolina, without regard to conflict of law principles. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law.

Unless otherwise provided in this Agreement, your accounts and services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

Inactive and Unclaimed Accounts

When your account has had no deposit or withdrawal activity, and we have had no contact with you regarding the account over a period of time, we consider the account to be inactive. If any account remains inactive and is unclaimed by you for the period specified under applicable state law (which is generally the state listed in the address for your account), we are required by that law to escheat the funds; that is, to deliver the balance of the account to the applicable state. When the funds in an account are delivered to the applicable state, the account is closed, and no interest accrues. To recover funds delivered to the applicable state, you must file a claim with that state. Even if you are not using your account, you may prevent your account from being delivered to the state by contacting us periodically. We encourage you to keep your account active.

Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Legal Process Items

Our cutoff time for receipt of an order (e.g., restraining order, writ of attachment or execution, levy, garnishment or similar order) relating to your account is 10:00 AM PT. We may accept and act on any legal order that we believe is valid, served in person, by mail, e-mail or by facsimile transmission at any location where we do business even if the law requires personal delivery at the office where your account or records are maintained or at a centralized location.

Legal orders include a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information or other legal process relating to your account. You agree to reimburse us for any cost or expense, including legal fees, that we incur in responding to legal process related to your account. If funds from your CD account are used to satisfy a legal order, we may assess an early withdrawal penalty. If the remaining balance of your CD falls below the minimum balance requirement for your account, we may close the account and mail you a bank check for the remaining funds in the CD.

Multiple Signatures Not Required

Accountholders who indicate that multiple (two or more) authorized signatures are required for the withdrawal of funds are on notice that we will not assume any responsibility for verification of the existence of multiple signatures on orders of withdrawal against the account, that we will regard this instruction as being for the accountholder's internal purposes only, and that we will open the account only with the understanding that transaction requests bearing the signature of any one (1) of the authorized signers will be considered properly authorized for payment. Each accountholder agrees that notwithstanding any multiple signatures requirement reflected on the account, they, and each of them, indemnify and hold us harmless from any loss, claim or damage arising from the release of funds from the account upon the signature of any one of the Authorized signers.

Power of Attorney

If you want to grant someone power of attorney (POA) over your account, we may require you to complete our POA form. If we are presented with a POA on a different form the POA must be satisfactory to us. If the POA was created in a state other than North Carolina, you agree that North Carolina POA laws shall govern the use of the POA on your accounts. In some cases, we may require that the attorney-in-fact (AIF) confirm in an affidavit that the POA has not been revoked or terminated or that you record the POA with the appropriate authorities. We are not liable for any transactions or changes made by an AIF for a deceased or incompetent principal or where such POA has been revoked unless we had written notice of such event provided in accordance with applicable law and had reasonable time to act on that notice in order to avert any loss. We also reserve the right at our discretion to restrict the types and size of transactions we permit an AIF to conduct. If we have a reasonable basis for questioning the validity of a POA or the authority of the AIF to conduct any transaction, we may request additional information or documentation, or we may refuse to accept the POA.

Prohibition on Funding of Unlawful Internet Gambling

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, this notice is to inform customers that restricted transactions are prohibited from being processed through their account or relationship with our institution. Restricted transactions are those transactions in which a person engaged in the business of betting or wagering accepts credit, funds, checks, instruments or other proceeds from another person in connection with unlawful Internet gambling. We may block or reject any such restricted transaction. Further, we reserve the right to block or close any account which we believe is in receipt of such restricted transactions.

Retaining Records

We may retain records related to your account in any form including (but not limited to) paper, film, and electronic medium. If we are not able to produce the original or a copy of any document relating to your account or service, our records (in whatever form we retain such records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

Right of Refusal

We reserve the right at our sole discretion to refuse to open an account or to accept a deposit to any existing account.

Right to Set-Off

We may charge or set-off funds in any account you hold with CIT Bank, whether held in our internet bank channel or First-Citizens Bank & Trust Company (including accounts with joint or single ownerships) for any direct, indirect and/or acquired obligations that any owner owes us, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations or where otherwise prohibited by law. If we must use principal in a CD account to satisfy the debt, an early withdrawal penalty may be charged.

Stop Payments

Any authorized signer on your account may request that we stop payment on a transfer from your account. A fee may be charged to process a stop payment request on an item. You may request a stop payment by calling our Customer Contact Center at 855-462-2652 or by logging in to your Online Banking account. In addition to your name and account number, we require the following information to accept a stop payment request: the exact amount of the transfer (dollars and cents), the date of the transfer, and the name of the transferee. This information must be correct in order for us to stop payment. If the information you provide is incorrect, we are not responsible or liable to you or anyone else if we do not stop payment. You must provide us with enough time to process a stop payment request. A stop payment request goes into effect only after we have verified that the transfer has not yet occurred and has no expiration date. If we transfer funds against a valid stop payment order, we may be liable to you for up to the amount of the transfer if you had a legal right to stop payment and you establish that you suffered a loss because of the transfer, but we will not be liable for any amount over and above the amount of the transfer.

If you notify us verbally to place a stop payment, we may require you to execute a written order and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment. Our records will be conclusive evidence of the existence of, details of, and our decision regarding any verbal stop payment or its revocation.

Severability

If any provision of this Agreement is found to be prohibited or invalid under applicable law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of that provision or the remaining provisions of this Agreement.

Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Withdrawal Notice

We are required by law to reserve the right to require at least seven (7) calendar days advance written notice prior to permitting any withdrawal or transfer from any savings account or money market account.

Zero Balance Accounts

If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice. Generally, zero balance accounts will be closed within 60 calendar days of the date the account reaches a zero balance.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The following terms apply to electronic fund transfers governed by the Electronic Fund Transfer Act (e.g., ATM, point-of-sale, ACH transfers and any additional funds transfer services provided through online or mobile banking). Any authorized signer(s) on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions. Under this agreement, we are authorized to make all deposits, withdrawals, transfers and payments to or from your account which are performed with your Debit Card, or according to your automatic deposit or payment instructions.

Debit Cards

You can perform the following transactions with your Debit Card ("Card"), depending on the accounts and services associated with your Card:

- Withdraw cash from your checking, savings or money market account;
- Transfer funds between your checking, savings and money market accounts;
- Pay for purchases at places that have agreed to accept our Card; and
- Obtain account balance information. Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

Some of these services may not be available at all terminals, and all payments are subject to later verification by us.

Your Card can be used at terminals that are part of the networks in which we participate. The reverse side of your Card contains the logos of the networks in which we participate. You also can call us at 855-462-2652 for a current list of the networks in which we participate. You can activate your Card by using your personal identification number ("PIN") at any ATM or call the number shown on the card carrier. If you decide you do not want to use your Card, destroy it at once by cutting it in half and notify us in writing at P.O. Box 471, Santa Monica, CA 90406-0471 or call us at 855-462-2652. Your Card cannot be used to transfer money into or out of your account without a PIN at ATMs and most point of sale (POS) terminals. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain Debit Card transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Debit Card purchase; however, you may be required to enter your ZIP code or another identifier.

Transaction Holds: When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

ATM Safety: You agree to exercise discretion when using ATMs. To help ensure your safety when using an ATM, please keep in mind the following:

- Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas.
- Park near the ATM in a well-lighted area; do not approach a dark ATM.
- At night, have someone accompany you when possible.
- If there are any suspicious circumstances or activity occurring at or near the ATM, do not use the ATM.
- If you notice anything suspicious while transacting business at the ATM, cancel the transaction, secure your Card and leave.
- Do not accept assistance from anyone while using the ATM.
- Do not display your cash; secure it and count it later in a secure location.
- Be sure to save your transaction slips; check them against your statements promptly.
- Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse.
- Always secure your Card just like you would your cash, checks and credit cards.
- Report all crimes to the ATM operator and local law enforcement officials immediately.

We do not guarantee your safety while using an ATM.

Card and PIN Security: You agree not to disclose or otherwise make your Card or PIN available to others. You agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return your Cards to us upon our request.

Refunds on Purchases: Cash refunds will not be made to you for purchases made with your Debit Card. If a merchant gives you a refund for a merchandise purchase or other adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your account.

Telephone Banking
You may use our automated telephone system by calling our Contact Center at 855-462-2652. Through the automated system you may request a transfer of funds between your accounts or obtain your account balance information. The password-protected automated telephone system is available 24 hours a day, 7 days a week, in both English and Spanish. The automated telephone system will require you to enter your personal identification number. Once you have been authenticated you can follow the menu options to either transfer funds or obtain your account information. The first time you use this service you will be requested to select your personal identification number.

- ***Transfers:*** We will transfer funds between your Bank accounts using the most current available balances. Transfers cannot be made from CD accounts.
- ***Account Information:*** You can obtain information regarding your Bank accounts. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

Preauthorized / Automatic Transfers
Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House). Pre-authorized transfers do not include:

- individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account); or
- transfers initiated by telephone.

Please note that if federal recurring or other electronic payments are made to your account, the payments may be affected by a change in account status. If you plan to transfer your account or change its status, please call us at 855-462-2652 in advance, about the impact the change may have on your electronic fund transfer services.

Transaction Limitations
Your ability to transfer funds using Online and Mobile Banking services may be subject to limitations on the frequency or dollar amount of permitted transfers, as disclosed in the sections of this Agreement describing such services.

Record of Your Transactions

- ***ATM Transfers:*** You can get a receipt at the time you make any transfer to or from your account using an ATM. All ATM transactions are subject to later verification by us.
- ***Preauthorized Credits:*** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can speak to one of our Contact Center representatives at 855-462-2652 or go online at www.CITBank.com at any time to check on the status of your deposit.
- ***Account Statements:*** You will get a monthly account statement unless there is no account activity for a particular month in which case you will get a statement at least quarterly.
- ***Varying Preauthorized Transfers:*** If you have arranged in advance to have regular payments made from your account and they may vary in amount, the person you are going to pay will tell you 10days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Our Liability for Failing to Make Transfers
If we do not complete an electronic fund 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, including but not limited to the following:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- Circumstances beyond our control such as fire, flood, and water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, natural disaster or a rolling blackout preventing or delaying the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We have reason to believe the transaction may not be authorized by you. The transaction cannot be completed because your Card is damaged; or
- Other exceptions stated in this Agreement.

Your Liability for Unauthorized Electronic Fund Transfers
Tell us at once if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card or PIN. Telephoning us is the best way of keeping your possible losses down.

You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than $50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as $500.

If your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Unauthorized use does not include use by a person to whom you have given your Card and PIN code (or other access device) and you will be liable for all use by such person.

Please note that you may have to settle directly with the merchant any disputes you have about goods or services you purchase through point-of-sale transactions. If a merchant misrepresents the quality, price or warranty of goods or services you pay for by using your Card, we are not responsible for any damages or liability that result from the misrepresentation.

How to Stop Preauthorized Transfers from Your Account
If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at CIT Bank, P.O. Box 7056, Pasadena, CA 91109-9699 or by calling us at 855-462-2652. We must receive your request at least three (3) business days before the payment is scheduled to be made. Please note that if you fail to give us your request at least three (3) business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.

If you call, we may require you to put your request to us in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only.

If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages, proximately caused by our failure to stop payment, not to exceed the amount of the transfer.

Lost or Stolen Card/PIN or Unauthorized Transaction

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the number or write us at the address described in the preceding section.

In Case of Errors or Questions about Your Electronic Transfers

Call us at the number or write us at the address described above as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the 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 to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that 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. For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If you have been given provisional credit, the amount will be deducted from your account. You may ask for copies of the documents that we used in our investigation.

Fees

See our current Fee Schedule for charges related to electronic fund transfer services. We do not impose a fee when you use your CIT Bank Debit Card. If you conduct a transaction at any other ATM, the operator of the ATM or any network utilized to effect the transaction may impose a fee. Please refer to the "Consumer Product Descriptions" section for available ATM fee rebates that can reduce these charges.

Privacy

CIT Bank recognizes that our customers and others visiting our online websites have an expectation of privacy in their dealings with us. For these reasons, CIT Bank takes the security and privacy of customer information very seriously. Please see CIT Bank's Privacy Policies, which can be found on our website at www.CITBank.com and clicking on the Privacy link at the bottom of the page for more specific terms and conditions.

We may disclose information about your account or the transfers you make.

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us your written permission.

Change in Terms / Termination of Service

We may change (add to, delete or amend) the terms or terminate your use of our electronic fund transfer services at any time, with or without cause, and without affecting your outstanding obligations under this Agreement. We may terminate or suspend your electronic fund transfer service immediately if:

- any of you breach this or any other agreement with us;
- we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN;
- there are conflicting claims to the funds in your account; or
- any of you requests that we do so.

Business Days

Business Days are Monday through Friday, excluding Saturdays, Sundays, and federal holidays, even if we are open.

WIRE TRANSFERS AND OTHER FUNDS TRANSFERS

General Provisions

The following terms apply to wire transfers and certain other types of funds transfers you send or receive through us. They do not apply to electronic fund transfers governed by the Electronic Fund Transfer Act. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement. Also, the Uniform Commercial Code includes provisions relating to funds transfers.

The provisions in this section define the following terms and are used here as they are defined in Chapter 25 Article 4A Sections 103 and 104 of the North Carolina Commercial Code:

- “Funds transfer” is the process of carrying out a request to pay funds to a specified beneficiary.
- “Payment order” is the set of instructions given to the Bank to transfer funds.
- “Beneficiary” is the person or business who receives the payment.

Related Fees

We may deduct our fees from your account or from the amount of the transfer. For current fees, please see the Fee Schedule.

About Fedwire

Fedwire is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, any or all banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J (Collection of Checks and Other Items though Federal Reserve Banks and Funds Transfers through Fedwire).

Sending Wire Transfers

You may subscribe to certain funds transfer services we offer or you may give us other instructions to pay money to a beneficiary. This section applies to wire transfers and transfers we make between CIT Bank accounts. It does not apply to automated clearing house (ACH) funds transfer services.

Execution of Orders. We will make commercially reasonable efforts to execute the payment order described in the Outbound Wire Transfer Request form (the "Order"). We may select an intermediary bank, third party or means of transmittal to execute the Order, and the means selected may differ from that indicated on the Order. Confirmation of receipt from the recipient may be requested, however, we cannot guarantee that such confirmation will be provided by the beneficiary bank or other intermediaries.

Security Procedures. When a payment order or other funds transfer request is placed in your name, we may follow a security procedure to verify the authenticity of the request. The security procedure that we may use will depend on the means by which the request was made. In the absence of a separate agreement with us on the type of security procedure to be utilized, you agree that the security procedure customarily followed by us and described herein is a commercially reasonable security procedure in light of the anticipated size, type and frequency of your funds transfer requests. You understand that the security procedure is designed only to verify the source of the funds transfer instructions and not to detect errors in the content of those instructions. The security procedure may differ depending upon how you initiate a funds transfer. For transfers you initiate by facsimile or mail, we will call you to verify the funds transfer request and your identity via a one-time-password (OTP) that we will text or e-mail to you. For transfers you initiate by using our online wire form request within online banking, we will verify the transfer request via OTP. For verifications that involve calling, texting or emailing you, we will utilize a telephone number or email address for you that we have in our records. You agree that we will not be liable for any delay in processing your funds transfer request resulting from these security procedures. You further agree that you will not disclose any information related to a security procedure agreed to with us (such as a password or answer to a security question) and shall immediately notify us if the confidentiality of any such information has been compromised. You agree to assume full responsibility for, and be bound by, all funds transfer requests made in your name, whether or not authorized, provided the funds transfer request was executed by us in good faith and in accordance with these security procedures.

Reliance on Beneficiary Identifying Information. We shall rely solely upon the beneficiary information provided by you. The beneficiary's bank and/ or other intermediary parties to the wire transfer may make payment to the beneficiary based solely on the account or other identifying number provided by you, even if the name on the account differs from that on the Order. We, or an intermediary, may send a payment order to a subsequent intermediary or beneficiary bank based solely on the beneficiary bank identifying number, even if the Order indicates a different bank name. We shall have no liability to you in the event a wire transfer is credited to the wrong account, is rejected, is delayed, or fails to be received by the intended beneficiary as a result of you providing incorrect beneficiary and/or beneficiary bank information.

Fees Imposed by Intermediary and/or Beneficiary Bank. An intermediary and/or beneficiary bank may charge a fee for processing a funds transfer, and we are not responsible for this fee. This fee may be deducted by the intermediary and/or beneficiary bank from the amount to be credited to the beneficiary of the funds transfer.

- ***Cutoff Times for Processing:*** We have cutoff times for processing payment orders. Cutoff times vary depending on the type of payment order. We may treat payment orders we receive after a cutoff time asif received the next business day. Cutoff times are available upon request.
- ***Amending or Canceling Payment Orders:*** You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. However, we will not be liable to you if such effort is unsuccessful. If a transaction is cancelled or rejected, your account will not be credited until we have confirmed receipt of good funds. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.
- ***Inconsistency of Payment Order Information:*** The beneficiary's bank may make a payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name. We shall have no liability to you in the event a wire transfer is credited to the wrong account, is rejected, is delayed, or fails to be received by the intended beneficiary as a result of your providing incorrect beneficiary and or beneficiary bank information.

- ***Selecting Intermediary Bank:*** We may select any intermediary bank or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.
- ***Notice of Rejection:*** We may reject payment orders. We will notify you of any rejection by phone, electronically or in writing. If we send written notice by mail, we will do so by the end of the next business day. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.
- ***Limitation of Liability:*** We are not responsible for any failure or delay by any bank or other third-party intermediary in executing or failing to execute an Order. We will not be liable for damages arising from the execution of the Order so long as we act in good faith and in accordance with these terms of account. In no event, regardless of the form or nature of the claim or action, will we be liable for punitive, incidental, special or consequential damages arising from the execution of the Order.
- ***Errors or Questions about your Payment Orders:*** We will notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically or in writing. You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice (with your question or a description of why you believe an error has been made) no later than 14 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest.
- ***Compensation:*** We are not obligated to pay for loss of interest that results from our error or delay regarding your payment order. If in our discretion we do agree to do so, we calculate compensation using the interest rate applicable to the account.

Receiving Wire Transfers and Certain Other Funds Transfers
We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender through a funds transfer system. This includes wire transfers, ACH transfers and transfers between CIT Bank accounts.

- ***Notice of Incoming Funds Transfer:*** We notify you that we have received funds transfers by listing them on your account statement. We do not send you a separate notice of each incoming funds transfer. If you are expecting a funds transfer and want to find out if it has been credited to your account, you can speak to one of our Bankers in the Contact Center at 855-462-2652 or go online at www.CITBank.com to find out whether or not the deposit has been posted.

ACH Debits and Credits
You may authorize originators to send automated clearing house (ACH) credits or debits for your account. Each ACH transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules. You agree that we may rely on the provisions and related warranties contained in these operating rules and credit or debit your account in accordance with the instructions from the originator.

- ***ACH Provisional Credits:*** Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.
- ***Notice of Incoming Transfer:*** We are not required to give you a separate notice of our receipt of an ACH transfer.
- If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. You can speak to one of our Bankers in the Contact Center at 855-462-2652 or go online at www.CITBank.com and log into Online Banking to find out whether or not a transfer has been credited to your account.
- ***Exercising Caution:*** To help prevent unauthorized transactions on your account, you should be careful about giving someone your account number. You are required to notify us immediately of any unauthorized activity on your account. As noted in this Agreement, your failure to review your bank statement in a timely manner or to safeguard your account information could result in losses to you.

International Wire and ACH Transactions
You acknowledge that in the event an international wire transfer or ACH transaction ("IAT") transmitted to any of your accounts is identified and designated by our screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such transaction may be delayed or suspended pending our review of the transaction and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds received if the transaction is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event a transaction is delayed or terminated, we will provide you such notice as may be required by the NACHA Rules, OFAC Rules or other applicable laws and regulations.

- ***OFAC Rules:*** Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on US foreign policy and national security goals against targeted foreign states, organizations and individuals.
- ***NACHA Rules:*** An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH network in which all ACH participants must comply.
- ***IAT:*** International ACH transaction means a credit or debit entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States.

ONLINE AND MOBILE BANKING SERVICES

The Online Banking Services Terms of Use state the terms and conditions for CIT Bank's Online Banking services (the "Services"). The Services allow CIT Bank customers the ability to perform many account transactions through CIT Bank's internet website using their personal computer, and for certain functions, a mobile device such as a cellular telephone or tablet.

The Services include basic functions such as viewing account activity, balances and statements; transferring funds between CIT Bank accounts and placing self-service requests. In addition, the Services include other functions such as E-Statements, Bill Payment, External Transfers, Mobile Banking and Remote Deposit Capture, some of which may require separate enrollment and have additional terms of use.

Online Banking Services Terms of Use

- ***Password Security:*** It is important to keep your password confidential to prevent unauthorized transactions on your CIT Bank accounts. We recommend that you use different passwords for telephone banking and Online Banking. If you forget your password, you may use the "forgot your password" link on the login page or if you need assistance establishing Online Banking you may call our Contact Center and speak to one of our Bankers at 855-462-2652. You should change your password frequently to help safeguard the security of your accounts. Our employees will never contact you via email or by phone requesting your online password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately at 855-462-2652.
- ***Your Responsibility:*** You are responsible for all transfers you authorize using the Services. If you permit other persons to use the Services or your password, you are responsible for any transactions they authorize from your accounts whether or not you intended that they perform these transactions.
- Transactions that you initiate, or someone acting with your authorization initiates, with fraudulent intent, will also be considered authorized transactions. You must notify us immediately if you believe any of your accounts have been accessed without your permission or your password has been compromised. Contacting us immediately will help you reduce possible losses.
- ***Intellectual Property:*** All marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or

display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the website (the “Site”) through which the Services are offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

- ***Exclusions of Warranties:*** THE ONLINE BANKING SERVICES AND DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OURCONTROL.
- ***Online Banking Limitation of Liability:*** IN NO EVENT SHALL CIT BANKAND ITSAFFILIATES AND SERVICE PROVIDERS AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS (THE “CIT PARTIES”) BE LIABLE FORANY:
  - CLAIM ARISING FROM OR RELATED TO THE ONLINE BANKING SERVICES CAUSED BY OR ARISING OUT OF ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWERFAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE BEYOND OUR REASONABLE CONTROL.
  - INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.
  - CLAIM ARISING FROM OR RELATED TO THE ONLINE BANKING SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOUDO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN ONE (1) YEAR OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

    THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF THE CIT PARTIES TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE ONLINE BANKING SERVICES SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS), UNLESS A LOWER LIMIT IS APPLICABLE TO ANY SPECIFIC SERVICE AS STATED ELSEWHERE IN THISAGREEMENT.

    THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE CIT PARTIES RELATED TO THE ONLINE BANKING SERVICES.

- ***Consent to Receive Telephone Calls/Text & SMS Messages:*** When you provide us with your residential, business or mobile telephone number you are deemed to have expressly consented to receiving telephone calls and text or SMS messages to such numbers. You also consent to receipt of such calls or messages made by us using an auto dialer and/or prerecorded or artificial voice messages. You agree that we may make such calls to you to provide the online banking services.
- ***Cut-Off Times:*** The following cutoff times pertain to specific Online Banking transactions. Transactions received on any business day prior to the cutoff time indicated below will normally be posted the same day.

  External Funds Transfers: 4:00 PM PT | Mobile Remote Deposit Capture: 4:00 PM PT.

  Transactions received via Online Banking on any business day after the cutoff time indicated will be posted by the next business day after we received your transaction.

- ***Online Banking Service Charges:*** Any Online Banking fees and charges that apply to your accounts are described in our current Fee Schedule. Such fees may be assessed for performing additional services through Online Banking, such as processing stop payment requests, and transactions that result in non-sufficient funds. Consult the Fee Schedule for details. You should note that depending upon how you access your Online Banking you may incur Internet service provider fees and telephone charges imposed by third parties.

Basic Online Banking Services
Online Banking provides a core set of basic banking functions described below. Additional optional services for which you must enroll separately are described later in this Agreement.

- ***Account Balances:*** Account balances are available through Online Banking for your checking, savings, money market and CD accounts, including retirement accounts. Online Banking lists your account balance as well as your available balance in real time as of the time you submit transactions to us for processing. Your account balance may include unavailable funds. The available balance consists of funds that are readily available for withdrawal.
- ***Internal Transfers:*** Internal transfers can be made from any checking, savings or money market account on either a “one time” or “recurring” (at regular intervals) basis. Transfers can be processed between eligible accounts that share one common owner. You must be an owner of and have the unrestricted right of withdrawal from all eligible accounts to and from which you request any transfers.

  We reserve the right to limit the frequency and dollar amount of transactions on your accounts for security reasons. When you use this service, you must have sufficient funds available on the date of the transfer (or scheduled transfer date) in the selected account (including available overdraft protection coverage, if applicable) to cover the amount of the transfer.

- ***Viewing Transaction History:*** You may view transaction history information on any of your checking, savings and money market accounts.
- ***Email and Text Alerts:*** You may set up automatic email or text alerts to yourself when certain events occur on accounts designated by you. These include, for example: (1) balance alerts when your account balance falls below or increases above an amount specified by you; (2) transaction alerts when any deposit or withdrawal transaction greater or less than an amount specified by you occurs on your account; and (3) email alerts that notify you when there is a secure message for you from us on our Online Banking website. A complete list of all available alerts can be found on the Online Banking website. It is therefore important that you keep your email address current. There are no fees specifically associated with setting up or cancelling these alerts. In addition to the alerts, you set up, we may use e-mail or text alerts to communicate with you regarding your accounts from time to time.

Online Statements
This service allows you to view current and past account statements for all of your accounts on a secure website. Pursuant to your agreement with us, you may be entitled to receive periodic account statements in connection with your account(s) (“account statements”). When you open an account on our website, you may authorize us to deliver such periodic account statements electronically (“Online Statements”) subject to the terms of the E -Sign Consent you agreed to when you opened your account. The term “Online Statements” also includes any disclosure or change in terms notification in connection with your account(s) in electronic format that we would other- wise include with periodic account statements. We will send an email to your primary email address notifying you that an Online Statement is ready to be viewed on the Online Banking Service website.

You may request a paper copy of any periodic regular Account Statement subject to the fee as set forth in the Fee Schedule. Paper copies of any disclosures or change in terms notifications included in an Online Statement will be provided at no charge.

If you disclose your online banking password to other people, they may also have the ability to access your account statements, and you will be responsible for any transactions they may complete. You must notify us immediately if you believe any of your accounts have been accessed or your online banking password has been used without your permission to access your accounts.

Text Message Alerts (SMS) Terms of Use

If you set up Text Alerts the following Terms of Use apply:

- Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.
- By subscribing, you consent to receiving up to 90 SMS messages per day, including text messages from us which may include offers from us, our affiliates and partners. You can unsubscribe at any time from all services by sending STOP to 20736.
- You represent that you are the owner, or authorized user of the wireless device you use to subscribe to the service, and that you are authorized to approve the applicable charges.
- We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
- Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your 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 SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.
- The service is available only in the United States. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
- If you have any questions, emailcontactcenter@cit.com. You can also text the word "HELP" to 20736 to get additional information about the service. We do not charge for help or info messages; however, your normal carrier rates apply.

External Account Transfer Service

These External Transfer Service - Terms of Use govern your use of the External Account Transfer Service.

Definitions

"Account"	Means a checking, savings or money market account.
"Business Day"	Is every Monday through Friday, excluding Federal holidays.
"Service"	Means the External Account Transfer Service.
"Recipient Account"	Is the account to which your funds will be credited.
"Transaction Account"	Is the Account from which your funds will be debited, your Service fees will be automatically debited, or to which funds will be returned.
"Transfer Instruction"	Is the information provided by you to the Service for a transfer of funds to a Recipient Account.

- ***Transfer Authorization and Processing:*** The Service enables you to transfer funds between your Account(s) with us and your Account(s) at other financial institutions. You may schedule a one-time transfer or a series of recurring transfers. You must be an owner of the Transaction Account and the Recipient Account and have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you on the date selected by you. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.
- ***Transfer Limits:*** We may, at our sole discretion, impose limits (per transfer limit, per day limit, and limit on the total dollar amount of transfers over the 7-day period preceding the transfer you are currently requesting) on the amount of money you can transfer through the Service based on your account relationship with us or our review of your credit rating obtained through an authorized bureau. We reserve the right to increase or decrease these limits from time to time.
- ***Prohibited Transfers:*** Transfers to Accounts outside of the United States or its territories are prohibited. In addition, transfers that violate any law, statute, ordinance or regulation, any transfers related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.
- ***Ownership Confirmation:*** When you request an external transfer from your Transaction Account to an account at another financial institution (the "institution") for the first time, we must first confirm your ownership of that external account. We may offer up to three ways to do this:
  1. **Account Verification using Online Credentials**: You must enter your external bank User ID and Password. Once validated, you will have access to the external account within CIT Bank's online banking service.
  2. **Account Verification using Account Details**: You must enter your external bank routing and account numbers. Once validated, you will have access to the external account within CIT Bank's online banking service. NOTE: This process may also require verification using microdeposits. See below for details.
  3. **Account Verification using Microdeposits**: We will send two (2) small "test" deposits to the external account (and two (2) offset withdrawals). We will send these test transactions to the external account via ACH within three business days of your request to add an external account. You should check the transaction history of your external account frequently for these test transactions (each will have a transaction description of "CIT BANK TRANSFER." Once these test transactions appear, make a record of them, then access the External Transfers link on CIT Bank's online banking service, and input the two test deposit amounts where requested to complete the external account registration process. Once the test deposit amounts are verified, you may then submit your external account transfer request.
- ***Transfer Cancellation Requests and Refused Transfers:*** You may cancel a transfer at any time until it begins processing (as shown in the Service). However, once a transfer has started processing, you will not be able to cancel the transaction. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check.
- ***Stop Payment Requests:*** You may not place a stop payment on any external transfer. However, you may cancel a transfer request provided that processing of the transfer has not begun.
- ***Service Fees and Additional Charges:*** There is no service fee for signing up for or requesting an external transfer. See the Fee Schedule for other charges that may apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- ***Failed or Returned Transfers:*** If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed.
- ***Refused Transfers:*** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a transfer prohibited under these Terms of Use.
- ***Returned Transfers:*** Transfers may be returned for various reasons such as, (but not limited to) Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account.

- ***Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach:*** If we have reason to believe that you have engaged in any of the prohibited activities described in these Terms of Use or have otherwise breached your obligations under these Terms of Use or the Agreement, we may terminate, suspend or limit your access to or use of the Service. In addition, we, in our sole discretion, reserve the right to terminate your use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations.
- ***Limitation of Liability:*** We shall not be liable for late charges, interest, penalties or other amounts incurred by you for your failure to allow sufficient time for processing and delivery of any transfer so long as we has complied with the provisions of this agreement.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the funds available in your savings or money market account to which your account is linked under the Savings Overdraft Transfer Service;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described above;
- You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

BILL PAYMENT SERVICE
These Bill Payment Service - Terms of Use govern your use of the Bill Payment Service.

Definitions

"Service"	Means the bill payment service.
"Terms of Use"	Means these terms of use for the Service.
"Bill"	Means the statement (paper or electronic) from the Biller for which a payment is to be made using the Service.
"Biller"	Is the person or entity to which you wish a payment to be directed through the Service or is the person or entity from which you receive electronic bills, as the case may be.
"Payment Instruction"	Is the information provided by you to the Service for a payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Send on date).
“Payment Account”	Is the checking or money market account from which payments will be made through the Service.
"Business Day"	Is every Monday through Friday, excluding Federal holidays.
"Send On Date"	Is the day your payment will be processed and your Payment Account will be debited.
"Deliver By Date"	Is the date by which your payment will be delivered to the Biller.
"Scheduled Payment"	Is a payment that has been scheduled through the Service but has not begun processing.

Payment Authorization and Payment Remittance
By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf on the Send On Date so that the funds arrive by the Deliver By Date designated by you (a "Send On Payment"). You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you.

Payment Scheduling
The earliest possible Send On Date for each payment will be determined when you are scheduling the payment and may depend upon the method by which the payment will be remitted to the Biller. Therefore, you will not be able to select a Send On Date sooner than the earliest possible Send On Date designated when entering a Payment Instruction. You may also use the Service to automatically pay bills that have a fixed frequency and amount.

Once automatic bill payments are initially set -up and transmitted, they are made without having to transmit the payment again.

Payment Methods
We reserve the right to select the method by which funds will be remitted to your Biller. These payment methods may include, without limitation, electronic payments or electronic to check payments.

Prohibited Payments
Payments to Billers outside of the United States or its territories are prohibited. In addition, payments that violate any law, statute, ordinance or regulation, any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Service.

Exception Payments
Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and are scheduled at your own risk. In no event will we be liable for any late fees or late interest, penalties, claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from such payments. All research and resolution associated with such payments will be your sole responsibility.

Payment Cancellation Requests
You may cancel or edit any Send On Payment (including recurring payments) by following the directions within the Service's on-line application. There is no charge for canceling or editing a Send On Payment. Once we have begun processing a payment it cannot be cancelled or edited and a stop payment request must be submitted.

Stop Payment Requests
Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact CIT Bank at 855-462-2652. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to confirm your request in writing within fourteen (14) days. The charge for each stop payment request is defined in the Fee Schedule.

Bill Delivery and Presentment
You may elect to have your Biller electronically deliver Bills to you through the Service. This is called Electronic Billing. It is your sole responsibility to contact your Billers directly if you do not receive a Bill through the Service. If you elect to have Bills electronically delivered directly to you through the Service, the following additional terms apply:

- ***Information provided to the Biller:*** We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the Biller. You will need to make any such changes by contacting the Biller directly. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating Electronic Billing for that Biller, for purposes of the Biller informing you about Bill-related information.

- ***Activation:*** Upon activation of Electronic Billing, we may notify the Biller of your request to have electronic billing information sent to you through the Service. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability for you to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While Electronic Billing is being activated, it is your responsibility to keep your accounts current. Each Biller will determine whether to accept or deny your request to receive electronic bills.
- ***Authorization to Obtain Bill Data:*** Your activation of Electronic Billing for a Biller shall be your authorization for us to receive Bill data from the Biller on your behalf. In order to utilize Electronic Billing with some Billers, you may have to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use that information to obtain your Bill data.
- ***Notification:*** We will use our best efforts to present your electronic Bills promptly. In addition to on-line notification within the Service application, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that we have your current e-mail address. In the event you do not receive a notification, it is your responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. You are responsible for ensuring timely payment of all Bills.
- ***Cancellation of Electronic Billing:*** The electronic Biller may cancel the presentment of electronic bills at any time. You may cancel Electronic Billing at any time. The time for cancellation of your Electronic Billing may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) that Electronic Billing has been cancelled and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic Bills that are already in process at the time of cancellation.
- ***Non-Delivery of Electronic Bill(s):*** You agree to hold us harmless should the Biller fail to deliver your Bill(s). You are responsible for ensuring timely payment of all Bills. Copies of previously delivered Bills must be requested from the Biller directly.
- ***Accuracy and Dispute of Electronic Bills:*** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting you with the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic Bill information must be addressed directly with the Biller. Your use of Electronic Billing does not alter your liability or obligations that exist between you and your Billers.

Services Fees and Additional Charges
Any fees associated with your Payment Account will continue to apply. You agree to pay such charges and authorize us to deduct the amount of such fees or charges from your Account. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed Transactions
By using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

Biller Limitation
We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under these Terms of Use.

Returned Payments
By using the Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account.

Information Authorization
We reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Service Termination, Cancellation, or Suspension
In the event you wish to cancel the Service, you may contact us by:

1. Sending us a Secure Email from within Online Banking; and/or,
2. Writing to us at: CIT Bank, P.O. Box 7056, Pasadena, CA 91109-9699

Any payment(s) we have already processed before the requested cancellation date will be completed. All Send On Payments including recurring payments will not be processed once the Service is cancelled. We may terminate or suspend providing the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. In addition, if you have not made at least one bill payment or external transfer using this Service for a period of 180 days, we may deactivate your access to this service. You may then be required to contact us as indicated above in order to reactivate this Service.

Limitation on Liability
We shall not be liable for late charges, interest, penalties or other amounts incurred by you for your failure to allow sufficient time for processing and delivery of any transfer so long as the Bank has complied with the provisions of this agreement.

Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers, some transactions may take longer to be credited to your Biller account. We will bear responsibility for any late payment related charges up to $50.00 should a payment post to the Biller account after its due date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in these Terms of Use.

We will use our best efforts to make all your payments properly. However, we shall incur no liability, including any reimbursement of late payment related charges, if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient available funds to complete the transaction,
- The Bill Payment Service is not working properly and you know or have been advised by us about the malfunction before you schedule the payment;
- You have not provided us with the correct Payment Account information and/or Payment Instruction; and/or Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instruction, we shall be responsible for returning the improperly transferred funds to your Payment Account, or for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges up to $50.

MOBILE BANKING SERVICES
CIT Bank's Mobile Banking Services allow you to obtain certain account related services through our Mobile Banking Website via a cell phone or other handheld mobile device ("Device") including, but not limited to, SMS text banking, mobile remote deposit capture, mobile web banking, and banking initiated by means of a downloadable application (the "Downloadable App" or "Mobile Banking App") (collectively referred to as the "Mobile Banking Services"). Your use of the Mobile Banking Services constitutes your acceptance of the Terms of Use and End User License Agreement set forth below. Mobile Banking Services, and the individual services you access though Mobile Banking Services such as Mobile Remote Deposit Capture and *Zelle,* are also governed by this Agreement.

TERMS OF USE FOR MOBILE BANKING SERVICES

1. The Mobile Banking Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from CIT Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

2. The Mobile Banking Services are provided by CIT Bank and not by any other third party. You and CIT Bank are solely responsible for the content transmitted through the text messages sent to and from CIT Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

3. Suspension and Termination. If you wish to terminate your use of the Mobile Banking App, please delete the Mobile Banking App according to the application delete functionality associated with your Device. We reserve the right to suspend, discontinue or terminate the Mobile Banking Services and/or the Mobile Banking App License at any time, immediately and without prior notice or obligation to you, and as determined in our sole discretion (i) if you violate any part of these Terms of Use, or (ii) for any other reason, or no reason. We may notify you of any such suspension, discontinuance or termination, and upon your receipt of such notice, you will immediately discontinue use of the Mobile Banking Services and uninstall the Mobile Banking App from your Device. You agree that we shall not be liable to you for any suspension, discontinuance or termination of these Terms of Use or the License.

   We reserve the right, in our sole discretion, without any obligation and without any notice requirement, to suspend and/or deny access to the Mobile Banking Services for scheduled or unscheduled maintenance, upgrades, improvements or corrections. We may discontinue or change any product or service described in or offered by or through the Mobile Banking Services at any time.

4. Interruption of Service. The Mobile Banking Services are available through your Device when it is within the operating range of a wireless carrier. Access to and use of the Mobile Banking Services from your Device is subject to transmission limitation, delays, or interruption due to, among other things: (i) hardware failure (such as failures of your Device, services, networks, telecommunication lines and connections, and other electronic and mechanical equipment); (ii) software failure (such as bugs, errors, viruses, incompatibility of applications, utilities or systems, unreadable codes, irregularities within particular content, or configuration problems); (iii) your wireless service availability and capacity; (iv) government or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or (v) any other cause beyond our control.

   You acknowledge and agree that neither we nor our subsidiaries, affiliates, third party vendors and/or third party licensors (collectively, the "CIT Parties") will be responsible for or liable to you for (i) for the capabilities or reliability of any equipment or software used to access the Mobile Banking Services; or (ii) the unavailability of your wireless service, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection.

5. Disclaimer of Warranties. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICES WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICES WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICES AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOUTHROUGH THE MOBILE BANKING SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIRUSE.

6. Limitation of Liability. LIABILITY OF CIT PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICES SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF $10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THE MOBILE BANKING SERVICES IN THE PRIOR MONTH.

The foregoing limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment; failure of mechanical or electronic equipment or communication lines; telephone or other interconnect problems (e.g., you cannot access your internet service provider); unauthorized access; theft; operator errors; strikes or other labor problems or any force majeure. We cannot and do not guarantee continuous, uninterrupted or secure access to the Mobile Banking Services and we specifically disclaim all liability whatsoever with respect to our failure to protect the Mobile Banking Services or provide the Mobile Banking Services error-free or uninterrupted.

Although the information provided to you on the Mobile Banking Services is obtained or compiled from sources we believe to be reliable, we cannot and do not guarantee the accuracy, validity, timeliness or completeness, security or reliability of any information or data made available to you for any particular purpose. The CIT Parties, will not be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the Mobile Banking Services, or resulting from the act or omission of any other party involved in making the Mobile Banking Services, the data contained herein or the products or services offered on the Mobile Banking Services available to you, or from any other cause relating to your access to, inability to access, or use of the Mobile Banking Services, whether or not the circumstances giving rise to such cause may have been within our control or of any vendor providing software or services.

YOU UNDERSTAND AND ASSUME THE RISKS ASSOCIATED WITH USING A DEVICE, INCLUDING MOBILE APPLICATIONS ON A DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

7. Privacy. You are required to use the login credentials established during activation to use the Mobile Banking Services. Login credentials are not stored on your Device. Also, Device information (including Unique Device Identifier ("UDID ") and your mobile number) may be collected and utilized during installation and use of the Mobile Banking Services or the Mobile Banking App to the extent permitted by law and any Third Party Licensors.

   We reserve the right to use login credentials (and location information if you choose to use a Mobile Banking Services location-based service): (i) for the specific purpose for which such information was provided; (ii) as disclosed at the time such information is provided; and/or (iii) as disclosed in this Privacy section. Finally, we may disclose login credentials (and location information if you choose to use a Mobile Banking Services location-based service) in order to: (i) comply with applicable laws; (ii) respond to governmental inquiries; (iii) comply with valid legal process; and (iv) protect our rights or property, the Mobile Banking Services and/or other users of the Mobile Banking Services. We may employ third party vendors to perform services on our behalf, such as administering the Mobile Banking Services.

   Such third-party vendors will have access to login credentials (and your location information if you choose to use a Mobile Banking Services location-based service) only to the extent necessary to perform their services but will not be permitted to use it for any other purpose.

   Protecting the security of your information is very important to us. Unfortunately, no data transmission via mobile device can be guaranteed to be 100% secure. As a result, while we strive to protect your information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us via your Device and vice versa and we cannot be responsible for the theft, destruction, or inadvertent disclosure of your information. By using the Mobile Banking Services, you acknowledge this risk when using the Mobile Banking Services.

   Your use of the Mobile Banking Services is also subject to our Privacy Policies, which can be found on our website at www.CITBank.com and clicking on the Privacy and Security link at the bottom of the page.

8. Fees. We do not charge for use of the Mobile Banking Services as of the date you agree to these Terms of Use. However, if the Mobile Banking Services utilize text messages, standard data and text rates may apply for each text message sent from or received by your Device, as determined by your wireless subscriber agreement with your wireless provider. You are solely responsible for all data usage and other charges by your wireless provider that accrue from your access to and use of the Mobile Banking Services. Other fees applicable to your accounts can be found in the Schedule of Fees posted on our website at www.CITBank.com.

9. Communications. By using the Mobile Banking Services you consent to receiving and accepting electronically all communications regarding the Mobile Banking Services and the accounts you access through Mobile Banking Services, including but not limited to these Terms of Use and any addenda or amendments to it. Your consent to receiving communications electronically includes receiving them via e-mail, text message or through the Mobile Banking Services.

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

This End User License Agreement (License Agreement) grants you the limited right to install, access, and use the Downloadable App on a personal Device owned or controlled by you, solely for your own personal, non-commercial use. In the event any term of the License Agreement conflicts with any term of the CIT Bank Agreement for Personal Accounts or Mobile Banking Services Terms of Use, the License Agreement shall control to the extent of any conflict.

1. Ownership. You acknowledge and agree that a third party provider or licensor to 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 your financial services provider 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").

2. 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 no reason.

   Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. 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.

4. 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_INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWAREWILL 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.

5. 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 ANYOF 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.

6. 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 DFARS227.7202 (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.

7. 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 Florida 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 Florida 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.

8. 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.

***ZELLE* FUNDS TRANSFER SERVICE TERMS OFUSE**

These *Zelle* Funds Transfer Service Terms of Use (“Terms of Use”) govern your use of the *Zelle* Funds Transfer Service and are part of, and governed by, this Agreement, including the “Online Banking Services” and “Mobile Banking Services” sections. Transfers made through *Zelle* are electronic funds transfers and are subject to the terms set forth in the “Electronic Fund Transfer Agreement and Disclosure” section of this Agreement.

1. **Description of Services**
    a. We have partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with *Zelle* as “Network Banks.”

    b. *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 transmitted by a Network Bank.

c. 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.
d. Transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to these Terms of Use and the rules of the National Automated Clearing House Association ("NACHA") (the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third-party institution which holds the account.
e. The Service allows for the delivery of payments (“Payments”) to Users who are also enrolled in the Service through a debit or credit network such as the ACH funds transfer system governed by NACHA (‘Payment Network”) designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a Payment. Notwithstanding anything to the contrary in these Terms of Use, Payments settlements are final and cannot be cancelled except as set forth in the Rules; however, if the Rules allow for reversal of funds, we will attempt to recover such funds from the receiving User’s eligible transaction account. We are only responsible for delivery of the applicable Payment instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.
f. It is the responsibility of the sending and the receiving Users to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment instructions and name, telephone number and/or email address for the User to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by any User.

2 Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated authority to act on your behalf to use or access the Service, you agree to the terms and conditions of these Terms of Use. You represent that you have the authority to authorize debits and credits to the enrolled bank account. Only CIT Money Market and eChecking accounts are eligible for enrollment in *Zelle*.

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.

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.

You agree not to use the Service for any other purpose such as co-branding, framing, linking, or reselling any portion of the Service without our written consent.

3. **Consent to Share Personal Information (Including Account Information)**
In order to complete funds transfers using the Service, it may be necessary for us to communicate with other participants and financial institutions involved in the transfer. You agree that we may share any information or data you provide to us for the purpose of processing your transfers or providing the Service. You also agree that we may disclose information to third parties about your account or the funds you send or receive to process and complete your transactions.

4. **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 operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s Privacy Policy [https://www.zellepay.com/privacy-policy] for how it treats your data. See CIT's Privacy Policy [https://www.cit.com/privacy-policy/] for how CIT treats your data.

5. **Enrolling for the Service**
   a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
   b. Once enrolled, you may:
      i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
      ii. 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."
   c. If at any time while you are enrolled, 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, 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.

6. **Consent to Emails and Automated Text Messages**
By participating as a User, you represent that you are the owner of the email address, mobile phone number, 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, mobile phone number and/or other alias to send or receive money as described in these Terms of Use. 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 Banks or their agents regarding the Services or related transfers between Network Banks 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:

   a. 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.
   b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. 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.
d. 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.
e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 855-462-2652. You expressly consent to receipt of a text message to confirm your “STOP” request.

7. **Payment Authorization and Payment Remittance**
a. When you register with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may register multiple email addresses or mobile phone numbers in each profile. Once you have registered an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and telephone numbers, email addresses, and/or bank account information of Users to whom you wish to direct payments, you authorize us to follow the Payment instructions that we receive through the Service.
b. When we receive a Payment instruction from you, you authorize us to debit the account you have enrolled for the amount of such Payment at the time you initiate the Payment, and to remit funds on your behalf. You also authorize us to credit your account for the receipt of Payments, including but not limited to those Payments returned to us from Users to whom you sent Payment(s) and those Payments that were cancelled and returned to you because the processing of the Payment could not be completed.
c. You acknowledge and agree that if your Payment instructions identify an account by name and account number, the relevant financial institution may execute those Payment instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.
d. You agree that we will not be liable in any way for any Payments that you may receive, regardless of whether you authorized the sending User to send them to you.

8. **Receiving Money; Money Transfers by Network Banks**
Once a User initiates a transfer of money to your email address or mobile phone number 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* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our 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 these Terms of Use and the procedures of the business or government agency that is sending you the payment.

You acknowledge and agree that in the event that funds are transferred into your account as a result of a Payment instruction and it is determined that such transfer was improper because it was not authorized by the sending User, because there were not sufficient funds in the sending User’s account, or for any other reason, then you hereby authorize us to withdraw from your account an amount equal to the amount of funds improperly transferred to you.

9. Sending Money; Debits by Network Banks

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) these Terms of Use, 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. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another 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* and the other Network Banks, 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*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. The transfer may take up to two (2) business days from the day the intended recipient responds to the payment notification by enrolling as a User. During this period, and in any other circumstance when we need additional time to verify the transfer details, a hold will be placed on your account for the amount of the transfer. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not enroll, set up an email address or mobile number and accept the transfer within 14 days, the transfer will be cancelled.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we 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.

10. 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 A PROTECTTION PROGRAM 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 ORSERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

11. Send Limits

There are limits on the amount of money you can send through *Zelle*. These limits may be adjusted from time to time at our sole discretion. The current limits on the amount of money you can send through *Zelle* are:

- Transfers from your account may be made in amounts of up to $300 per transaction with a maximum of $600 per day.

- Transfer limits for transfers to your accounts are governed by *Zelle* or the sender's Network Bank. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

12. **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 sole discretion, that we will not send a reminder or repeat request to that User.

By accepting these Terms of Use, 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 us, *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's 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.

13. **Payment Cancellation and Refused Payments.**
A sending User may cancel the initiation of a Payment until the processing of the Payment into the receiving User's eligible transaction account has begun. To cancel a Payment, you will have to delete the receiving User from your contact list in the *Zelle* which will also cancel any pending Payments. If you later wish to send that User a Payment you will have to re-add them as a contact.

Payments not claimed by a receiving User will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a sending User initiates a Payment, the receiving User is not required to accept the payment. You agree that you as a sending User will not hold us liable for any damages resulting from a receiving User's decision to accept or not to accept a Payment initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your account or use other reasonable efforts to return such payment to you as permitted by law.

14. **Fees**
We do not charge any fees for using the Service.

15. **Termination, Suspension or Cancellation**
If you wish to cancel the Service, call the CIT Bank Contact Center at 855-462-2652. Any payments that have begun processing before the requested cancellation date will be processed by us. We may terminate or suspend your use of the Service at any time and for any reason or no reason.

Termination, cancellation or suspension of the Service shall not affect your liability or obligations under these Terms of Use.

16. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, WE AND *ZELLE* MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND *ZELLE* EXPRESSLY DISCLAIM 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.

WE AND *ZELLE* DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

17. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR *ZELLE*, OUR OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS 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 WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*’S SERVICE OR WITH THESE TERMS OF USE, 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 US OR *ZELLE*, OUR OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS 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).

18. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms of Use, you agree to indemnify, defend and hold harmless us and *Zelle*, and our and their respective owners, directors, officers, agents and Network Banks 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 these Terms of Use.

19. Miscellaneous

Subject to the terms of these Terms of Use, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*’s control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

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

MOBILE REMOTE DEPOSIT CAPTURE

The Mobile Remote Deposit Capture Services (“Mobile RDC”) allow you to make deposits to your designated eligible accounts by using a compatible mobile phone or other handheld device to scan original paper checks and electronically deliver the images and associated deposit related information to us.

Your enrollment in and use of Mobile RDC constitutes your acceptance of the Terms of Use set forth below. Your use of Mobile RDC is also governed by this Agreement, the Mobile Banking Services Terms of Use and Mobile Banking End User License Agreement.

- User Qualifications: You must elect to enroll in Mobile RDC and we must approve you based upon qualification criteria we determine in our sole discretion. You must obtain and maintain, at your sole expense a compatible handheld device and associated wireless service plan from your wireless provider. You must also download and install on your device our Mobile Banking App.

- Eligible Checks: You can only scan and deposit original paper checks (as defined in the Expedited Funds Availability Act/Regulation CC) that are drawn on or payable through U.S. financial institutions. We are not obligated to accept for deposit any check image that we determine to be ineligible for Mobile RDC including but not limited to:
    - Checks payable to a third party;
    - Demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer);
    - Checks drawn on the same account;
    - Checks that are altered, incomplete, damaged or irregular in any way (e.g., where the numerical and written amounts are different; checks that are postdated or more than six-months old;
    - Checks drawn on a foreign bank or payable in a foreign currency;
    - Checks payable to Cash;
    - Registered government warrants;
    - Monetary instruments such as travelers checks, U.S. Savings Bonds, etc.;
    - Any check that you suspect is fraudulent or not properly authorized; or
    - Any check or checks that exceed the transaction limitation(s) that we establish from time to time.

- Image Quality: The image of a check transmitted via Mobile RDC must be legible. The image quality of the checks must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The images of the front and back of each check must legibly display all of the following fields of information:
    - The amount of the check
    - The payee
    - The drawer’s signature
    - The date of the check
    - The check number
    - The information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field.
    - All endorsements on the back of the check

- Endorsements: You agree to restrictively endorse the back of each check “For Remote/Mobile Deposit Only at CIT Bank to Account (insert account number with us) or similar wording.

- Disposal of Transmitted Checks: Upon confirmation of crediting of your deposit to your account you agree to:
    - Mark the check as “Electronically Presented” or “Void”
    - Properly store the check to ensure that it is not presented again for payment by you or any other person.
    - Retain all checks deposited through Mobile RDC for a period of 30 business days following which you will dispose of the check in manner that will prevent its being presented again, such as by shredding the check.
    - Promptly provide us at our request with a copy of any retained check to aid in the clearing and collection process, to resolve claims by third parties, or for our audit purposes.

- ***Deposit Limits:*** We reserve the right to limit the frequency and dollar amount of deposits you make using Mobile RDC and will establish deposit limits for you when you enroll in Mobile RDC. If you exceed these deposit limits we may, in our sole discretion, accept or refuse to accept the deposit. If we do accept a deposit that exceeds your deposit limits we will have no obligation to do so in the future. We reserve the right to raise or lower your deposit limits at any time and any such changes shall be effective immediately upon our notification to you.
- ***Date of Deposit/Availability of Funds:*** Transmitting check images using Mobile RDC does not constitute receipt of the deposit by us. Check images received on a business day prior to 4:00 p.m., Pacific Time are processed on the day of receipt which will be considered the day of deposit. Any images received by us after that time or on weekends or holidays when we are not open for business will be processed on the next business day which will be considered the day of deposit. The funds you deposit using Mobile RDC will be available in accordance with our Funds Availability Policy. (See Funds Availability section.)
- ***Your Warranties, Indemnification and Responsibility:*** You make the following representations and warranties:
    - You shall use Mobile RDC only for your own personal use and shall not deposit checks for the benefit of any other person or entity
    - You shall not alter any original check before you image it and shall review the check image prior to transmission to us to ensure that it is legible as to all of the required information on the front and back of the check. You will not transmit any image that is not legible and suitable for processing.
    - You will handle original checks after submission using Mobile RDC as set forth in these Terms and Conditions, including the obligations to retains and then destroy the checks
    - You will not transmit duplicate checks or re-deposit or re-present the original check after you have transmitted it for deposit using Mobile RDC
    - You will not deposit any check using Mobile RDC that has already been deposited into your account with us or deposited, cashed or otherwise negotiated with any other person or financial institution
    - You agree not to deposit any checks using Mobile RDC if you believe or suspect that the check is fraudulent, altered, forged, or unauthorized. You agree to indemnify and hold us harmless from and against all liability, damage and loss arising from any claims, suits, or demands brought by third parties with respect to any check you deposit using Mobile RDC or from your breach of these Terms and Conditions.
- ***Fees:*** Any fees you may incur for using Mobile RDC are set forth in the Fee Schedule.
- ***Amendments:*** We may, without notice to you, add to, delete or change these Terms of Use by posting the amended Terms of Use on the Online Banking Website and your continued use of the Mobile RDC service constitutes your agreement to all such changes.
- ***Termination:*** We reserve the right to suspend, discontinue or terminate these Terms of Use and/or the Mobile RDC service at any time, immediately and without prior notice or obligation to you, and as determined in our sole discretion (i) if you violate any part of these Terms of Use or (ii) for any other reason or no reason. We may notify you of any such suspension, discontinuance or termination, and upon your receipt of such notice, you will immediately discontinue use of the Mobile RDC services. You agree that we shall not be liable to you for any suspension, discontinuance or termination of these Terms of Use or the Mobile RDC service.

INCOME TAX WITHHOLDING
Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if:

1. you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN);
2. you fail to provide us with the required certified information; the IRS instructs us to withhold; or
3. the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding. We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on our records that it is exempt. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

RESOLUTION OF DISPUTES

Resolution of Disputes: Arbitration Agreement

Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with one of your accounts or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining a deposit account with us or by accepting a service from us governed by this Agreement, that if any dispute between you and us arises regardless of when it occurs, it will be settled, at the option of you or us, using the following procedures:

YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS.

Small Claims

If the amount in dispute is within the jurisdiction of the small claims court it shall be resolved through an action in the small claims court and shall not be subject to arbitration. The Bank and you elect to be bound by the Federal Arbitration Act. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your deposit account or related services, including, without limitation, Debit Cards and wire transfers. Either party may request that the matter be submitted to arbitration.

Commencing an Arbitration

The party electing arbitration must notify the other of such election. If you elect arbitration, you must notify us in writing at 75 North Fair Oaks Ave., Pasadena, CA 91103. If we elect arbitration, we will notify you in writing at your last known address on file. The party electing arbitration is also responsible for initiating the arbitration process by contacting the designated arbitration administrator and following the procedural rules of the arbitration administrator.

Disputes: A dispute is any unresolved disagreement between you and us that relates in any way to accounts or services governed by this Agreement, or to any other method you may use to access our products and services. It includes any claim that arises out of or is related to these accounts, services or agreements.

Binding Arbitration: Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

Each arbitration, including the selection of the arbitrators, is administered by the American Arbitration Association (AAA), according to the commercial arbitration rules of the AAA. Each arbitration is governed by the provision of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of the Act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and us or in which the dispute arose. Small claims court actions are not eligible for arbitration.

Powers and Qualifications of Arbitrators

The arbitrator will give effect to statutes of limitation, waiver and estoppel and other affirmative defenses in determining any claim. The arbitration award may include equitable and declaratory relief. All arbitrators will be required to be practicing attorneys or retired judges licensed to practice law in the State of North Carolina and will be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute.

No Class Action or Joinder of Parties
No class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related parties, or parties to a single transaction or related transactions).

Right of Set-Off Preserved: Our agreement to arbitrate and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other remedies available to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including set-off and repossession rights, the right to restrain funds in an account, to interplead funds; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction. If our dispute involves third parties who are not subject to this dispute resolution agreement, then dispute resolution shall not be stayed pending resolution of the dispute with the third party or parties absent a modification of this agreement between us.

CONSUMER PRODUCTS AND FEES

ECHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNT DISCLOSURES

Average Balance
Where applicable, the average balance in an account may be calculated by taking the ending balance for each day of the statement cycle period, adding them up and then dividing the total of the ending daily balances by the number of days in the period.

Statements
Checking, savings, money market and CD accounts are statement accounts. Statements reflect all deposits, withdrawals, fees charged, debits and credits and interest paid to the account Checking and money market account statements are generated monthly based on the opening date of the account (or other date specified by you). Savings and CD account statements are generated quarterly. Other statement frequencies may be available upon request.

Additional Rate Information
Interest rates and annual percentage yields (APY) on our interest-bearing accounts are established at our discretion based on market conditions and may change without notice.

Interest Compounding, Calculating and Crediting
We compound interest daily on interest-bearing accounts at the interest rate in effect for your end-of-day balance. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account at the end of each day. We credit interest monthly on a 365/365 basis (366/366 in leap years). Interest begins to accrue on both cash and noncash deposits on the business day you make a deposit. Our business days are Monday through Friday excluding Federal holidays.

Certificate of Deposit Accounts
Interest on your CD may be credited to your CD, eChecking, savings or money market account; reinvested into your CD account (at renewal any available interest will become part of the principal balance); automatically transferred to another financial institution through ACH; or paid to you by check. Interest begins to accrue on the business day you make a deposit. Payment of interest on a CD account can be deferred until the following year on accounts with terms of one year or less. Annual Percentage Yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Certificate of Deposit Accounts
Interest on your CD may be credited to your CD, eChecking, savings or money market account; reinvested into your CD account (at renewal any available interest will become part of the principal balance); automatically transferred to another financial institution through ACH; or paid to you by check. Interest begins to accrue on the business day you make a deposit. Payment of interest on a CD account can be deferred until the following year on accounts with terms of one year or less. Annual Percentage Yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Debit Cards
You can use your Debit Card to withdraw funds from your checking account at ATMs and purchase goods or services at point-of-sale terminals up to specific dollar limits which may vary based on the type of account during a 24-hour period.

eChecking Debit Card Daily Limits	
Cash Withdrawals	$800
POS	$1,500

ADDITIONAL CERTIFICATE OF DEPOSIT ACCOUNT DISCLOSURES

Early Withdrawal Penalties for Term, Jumbo, Ramp-Up and Ramp-Up Plus CDs
Customers with the CD products listed above agree to keep their funds on deposit for a fixed period of time. Unless otherwise provided, partial withdrawals are not permitted. If we permit an early withdrawal of principal, we may impose an early withdrawal penalty on the amount withdrawn as follows:

CD or IRA CD Term	Early Withdrawal Penalty
1 year or less	3 months simple interest
More than 1 year to 3 years	6 months simple interest
More than 3 years	12 months simple interest

All withdrawals, including withdrawals of available interest and any early withdrawal penalties, will reduce earnings. Any withdrawals which reduce the account balance below the minimum balance requirement will require that the account be closed and shall be subject to the appropriate early withdrawal penalty.

Early Withdrawals Without Penalties
Withdrawals of available interest are permitted at any time during the term of any CD product. For Term CDs, Jumbo CDs, Ramp-Up CDs and Ramp-Up Plus CDs, withdrawal of principal may be made without penalty on the death or determination of legal incompetence of any owner of the account. To authorize such withdrawal on the grounds of death or legal incompetence, the Bank may, at its option, require a certified copy of the death certificate or a court or administrative order or decree establishing the incompetence. Withdrawals without early withdrawal penalties are also permitted on the above-named CDs at maturity during the CD grace period. For No Penalty CDs, early withdrawal of all funds including interest earned, without penalty, is permitted any time on or after the seventh day following the date on which the account was funded. All withdrawals, including withdrawals of credited interest, will reduce earnings.

Grace Period
For any CD that automatically renews, there is a ten-day grace period, which begins on the maturity date, when funds can be transferred to another account or withdrawn without penalty.

Renewals
Unless we notify you otherwise, your CD will automatically renew for the minimum renewal term for your type of account at the rate then in effect for accounts of the same type and amount. CD accounts that do not renew automatically will stop earning interest at maturity.

Upon maturity, the 13-Month CD will be automatically renewed as a 1-Year Term CD at the then-published APY, and the 18-Month CD will be automatically renewed as a 2-Year Term CD at the then-published APY. Unless we specifically state otherwise, any bonus we are offering to new accounts will generally not apply to automatically renewing CD accounts.

Additional Deposits
Additional deposits may be made anytime during the CD grace period. Additional deposits during the CD term are allowed only on Retirement CDs with terms of 2 years or less, and on Ramp-Up Plus CDs, which allow you to make one additional deposit of funds to your account one time during each term of the CD.

Maturity Date and End of Term
The last day of the CD term is the day prior to the Maturity Date. The Maturity Date is the first day of the renewal term.

Individual Retirement Accounts (IRA)
Traditional Individual Retirement Accounts (IRAs), Roth IRAs and Rollover IRAs may be available on certain CD accounts and savings products. Contributions and distributions may have certain tax consequences under the Internal Revenue Code sections governing Individual Retirement Accounts and Qualified Retirement Plans.

Quarterly statements are generated. Additional Deposits: Additional deposits may be made as contributions to CDs established as an Individual Retirement Account with a term of 2 years or less after it is opened or renewed. All additional deposits become part of the principal balance of the account and are included in the account balance for purposes of any early withdrawal penalty assessment. Early Withdrawal Without Penalties: Notwithstanding the early withdrawal penalty provision set forth above, if you exercise your right under IRS rules, if applicable, to revoke your retirement plan within seven (7) days of establishment, you will forfeit interest earned but will not incur an early withdrawal penalty (if a CD). The Bank will waive the early withdrawal penalty on CD retirement accounts for customers who are age 59½ or older on distributions which are reportable to the Internal Revenue Service on Form 1099R and are paid directly to the customer.

CONSUMER PRODUCT DESCRIPTIONS

eChecking	
Product description	The eChecking account is a tiered interest-bearing checking account. Unlike traditional checking accounts, eChecking does not offer or allow checks to be paid from it. You can use your account and routing numbers to pay bills. It also comes with a MasterCard Debit Card for easy access of funds via an ATM or to pay for purchases at merchants that accept debit card payment.
Minimum to open	$100
Monthly service fee	No account opening fee or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion) • Interest is paid based on specific balance tiers as indicated
Balance tiers	The bank reserves the right: (1) to establish one or more balance tiers on interest bearing accounts for the purpose of calculating interest on the account; and (2) to set interest rates for various tiers in any amount, including in the same amount as any other tier. For this account, interest will be paid on the entire account balance, based on the interest rate in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows:
	$0 to $24,999.99 $25,000 to $49,999.99 $50,000 to $74,999.99 $75,000 to more
Debit card	You can use your CIT Bank Debit Card to withdraw funds from your checking account at ATMs and purchase goods or services at point-of-sale (POS) terminals up to a specific dollar limit. Please refer to the "Daily Withdrawal Limits" section for details on these limits.
ATM fee rebate	Your Checking Account is eligible for ATM fees reimbursement of up to $30 per statement cycle and will be credited monthly. Unused reimbursements for any month are not applied or carried over to any subsequent month.
Overdraft protection	Yes. You may link a CIT Bank Savings or Money Market account to the checking account to avoid any overdrafts.
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited # of transactions per month

Platinum Savings	
Product description	A variable-rate savings account.
Minimum to open	$100
Monthly service fee	No account opening or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion) • Interest is paid based on specific interest rate tiers as indicated
Balance tiers	The bank reserves the right: (1) to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account; and (2) to set interest rates and APYs for various tiers in any amount, including in the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tier for this account is as follows: $0 – $4,999.99 $5,000 and more
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month.

Savings Connect	
Product description	A variable-rate savings account.
Minimum to open	$100
Monthly service fee	No account opening or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion)
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month

Savings Builder	
Product description	A variable-rate savings account.
Minimum to open	$100
Monthly service fee	No account opening or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion) • Interest is paid based on specific interest rate tiers as indicated
Interest rate tiers	The bank reserves the right: (1) to establish one or more tiers on certain interest-bearing accounts for the purpose of calculating interest on the account; and (2) to set interest rates for various tiers in any amount, including in the same amount as any other tier. For this account, interest will be earned on the entire end-of-day account balance at the interest rate in effect for the applicable tier. The interest rate tiers for this account are as follows: • Base Tier: Applies to a Savings Builder account with a balance of $0.00to $24,999.99, if there was not at least a single deposit of $100 or more made to the account during the preceding Evaluation Period. • Upper Tier: Applies to a Savings Builder account with a balance of $25,000 or more, or a balance of less than $25,000, when at least a single deposit of $100 or more was made to the account during the preceding Evaluation Period.
Tier determination	During the Introductory Period, all new Savings Builder accounts will be paid the Upper Tier interest rate. After the Introductory Period ends, accounts will be evaluated on the First Evaluation Day to determine the interest rate to be paid for the next Evaluation Period. On each Evaluation Day the interest rate applicable for the next Evaluation Period will be determined. Accounts with an end-of-day balance of at least $25,000 on the Evaluation Day or with at least one deposit of $100 or more that posts to the account during the Evaluation Period will earn the Upper Tier interest rate during the next Evaluation Period. Accounts with an end-of-day balance less than $25,000 on an Evaluation Day without a deposit of $100 or more that posted to the account during the Evaluation Period will earn the Base Tier interest rate for the next Evaluation Period. This process will occur every month. Additional deposits of $100 or more made between the account opening date and the start of the first Evaluation Period will not count for purposes of determining the interest rate after the Introductory Period, unless they result in an account balance of $25,000 or more.
Definitions	**"Introductory Period"** – Begins the day of account opening and continues through the First Evaluation Day. **"First Evaluation Day"** – Will occur at the end of the First Evaluation Period after account opening. **"First Evaluation Period**" – Begins on the third business day prior to the end of the month after the month of account opening and ends at 4:00 pm PT on the next month's Evaluation Day. Following the Introductory Period the following definitions apply: **"Evaluation Period"** – Begins the day after an Evaluation Day and ends at 4:00 pm PT on the next month's Evaluation Day **"Evaluation Day"**– The fourth business day prior to the end of a month.
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month.

Money Market	
Product description	A variable-rate money market account with Bill Pay and *Zelle*.
Minimum to open	$100
Monthly service fee	No account opening fee or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion)
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month.

Premier High Yield Savings	
Important Note	This product is no longer available to open for new personal accounts. The following information applies to customers with existing accounts.
Product description	A variable-rate savings account.
Minimum to open	$100
Monthly service fee	No account opening or monthly service fee.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion) • Interest is paid based on specific balance tiers as indicated
Balance tiers	The bank reserves the right: (1) to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account; and (2) to set interest rates for various tiers in any amount, including in the same amount as any other tier. For this account, interest will be paid based on the interest rate and APY in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows: $0 - $249,999 $250,000 and more
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month.

High Yield Savings	
Important Note	This product is no longer available to open for new personal accounts. The following information applies to customers with existing accounts.
Product description	A variable-rate savings account. Available for IRAs.
Minimum to open	$100
Monthly service fee	No account opening or maintenance fees.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly • Variable rate (may change at the Bank's discretion) • Interest is paid based on specific balance tiers as indicated
Balance tiers	The bank reserves the right: (1) to establish one or more balance tiers on certain interest-bearing accounts for the purpose of calculating interest on the account; and (2) to set interest rates for various tiers in any amount, including in the same amount as any other tier. For this account, interest will be paid based on the interest rate in effect that day for the balance tier associated with the end-of-day account balance. The balance tiers for this account are as follows: $0 - $24,999.99 $25,000 and more
Available as an IRA	This product is available only as an IRA and only to existing IRA holders. For assistance, please contact us at 855-462-2652.
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed.
Transaction limitations	Unlimited number of transactions per month.

Term Certificate of Deposit	
Product description	Fixed-rate interest-earning accounts. Offered in a variety of terms and rates to meet your savings needs.
Minimum to open	$1,000
Monthly service fee	No account opening or maintenance fees.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly The interest rate and APY remain constant for the term of the account and are based on the term at account opening or at the time of renewal.
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed. An early withdrawal penalty may apply if principal is withdrawn before maturity.

Jumbo Certificate of Deposit	
Product description	Fixed-rate interest-earning accounts. Offered in a variety of terms and rates to meet your savings needs.
Minimum to open	$100,000
Monthly service fee	No account opening or maintenance fees.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly The interest rate and APY remain constant for the term of the account and are based on the term at account opening or at the time of renewal.
Available as an IRA	No
Effect of closing an account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed. An early withdrawal penalty may apply principal is withdrawn before maturity.

No-Penalty, 11-Month Certificate of Deposit	
Product description	Fixed-rate interest-earning account that matures after a term of 11 months.
Minimum to open	$1,000
Monthly service fee	No account opening or maintenance fees.
Earns interest	Yes. • Earned on the entire daily balance • Compounded daily and paid monthly The interest rate and APY remain constant for the term of the account and are based on the term at account opening or at the time of renewal.
Available as an IRA	No
Effect of closing an account	If you close your account before the end of the term, any accrued interest will be paid on the date the account is closed. No early withdrawal penalty will apply if the total CD balance (plus accrued interest, if any) is withdrawn on or after the seventh day following the date on which the account was funded, but prior to maturity.
Transaction limitations	No withdrawals are permitted during the first six days following the date on which the account was funded. Partial withdrawals of principal are not permitted.

RampUp™ / RampUp™ Plus Certificate of Deposit	
Important Note	This product is no longer available to open for new personal accounts. The following information applies to customers with existing accounts.
Product Description	We will honor your request to change the rate on this account one time during the initial term and one time during each subsequent term after renewal. The new interest rate will be the interest rate we are then offering on any other RampUp™ or RampUp™ Plus time deposit of equal term to this account but in no event will we increase the rate on this account to an annual percentage yield (APY) greater than twice the APY disclosed herein less 0.05%. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. The RampUp Plus™ Option allows you to make one additional deposit of additional funds to your account one time during each term of the CD. We reserve the right to limit the additional deposit to your RampUp™Plus account to $250,000.00.
Minimum to Open	For accounts with original maturity of less than four years, you must deposit $25,000.00 to open this account. For accounts with original maturity of four years or more, you must deposit $50,000.00 to open this account.
Monthly Service Fee	No account opening or maintenance fees.
Earns Interest	Yes, compounded daily and paid monthly. The interest rate and APY remain constant for the term of the account unless you exercise your one-time option to “ramp up” your interest rate.
Available as an IRA	No
Effect of Closing an Account	If you close your account before interest is credited, any accrued interest will be paid on the date the account is closed. An early withdrawal penalty may apply if principal is withdrawn before maturity.
Transaction Limitations	The maximum deposit to RampUp™ accounts with an original maturity of more than two years is $250,000.