

CIT Bank, a division of First-Citizens Bank & Trust Company Online and Mobile Terms and Conditions of Service

This Agreement (this "Agreement") contains the terms and conditions for use of any Online Services or Mobile Application (the "Service") that CIT Bank, a division of First-Citizens Bank & Trust Company provides to you through any digital platform, whether through a website from a desktop computer or laptop ("Online Services"), or a mobile device ("Mobile Application"). Please read this Agreement carefully, it is an Agreement between you and CIT Bank, a division of First-Citizens Bank & Trust Company for the services provided by the Bank.

In this Agreement, the words "you" and "your" refer to each account owner or anyone else including each person, or, if applicable, entity with authority to deposit, withdraw, or exercise any other control over a deposit account. The words "you" and "your" also include any user you authorize to use the Service on your behalf. The words "Bank," "we," "us," and "our" refer to CIT Bank, a division of First-Citizens Bank & Trust Company and its affiliates. "Communication" means any statements, disclosures, notices, transaction history, alerts or text messages and all other information provided to you through the Online Services or Mobile Application related to the Service. All Communication in either electronic or paper format from us to you will be considered "in writing." A "Communication Provider" shall mean any entity or service that provides telecommunication services or connections with a digital platform, whether by computer, telephone, or mobile device.

A. GENERAL INFORMATION

1. Acceptance of these Terms and Conditions. Indicating your acceptance of the terms and conditions of this Agreement within the Online Services or the Mobile Application or your use of any service through the Online Services or Mobile Application constitutes your acceptance of this Agreement. This Agreement may be amended from time to time at our discretion and we will only provide notice of such changes to you as may be required by applicable law. We will notify you of any material change via electronic Communication, by providing a link to the revised Agreement on our website or by an online or mobile secure message as applicable. You will be prompted to accept or reject any material change to this Agreement the next time you use a Service after the Bank has made the change. We may terminate your right to use the Service if you reject such change. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to modify, add, or remove any part of the Service. Your continued use of the Service will constitute your acceptance of any such changes to the Service. No changes requested by you shall be effective unless received and agreed to in writing by the Bank.

Additionally, you agree to be bound by and comply with any other agreements or terms and conditions of service with us, including but not limited to any account agreements, signature cards, end-user license agreements, or applicable laws and regulations. To the extent there is a conflict in terms among any applicable account agreements with us and this Agreement, the terms of your account agreement will control except otherwise stated in this Agreement.

2. Hardware and Software. In order to use this Service, you must obtain and maintain, at your sole cost and expense, a desktop or laptop computer with access to the Internet, or a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank from time to time, for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. Refer to our compatibility requirements for current hardware and software specifications. Further, at your sole option, you may utilize any authentication software, i.e. password or fingerprint, which is compatible with the Mobile Application. However, the Bank is not responsible for any third party software you may need to use this Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you entered into directly with the third party software provider at time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone, mobile data, or Internet service charges from any Communication Provider. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Online Services or Mobile Application and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages

resulting from, or related to, any virus or malware or related problems that may be associated with using electronic Communication or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or Internet services. The Bank hereby advises you, and you hereby agree to scan your computer or mobile device, hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses or harmful malware.

3. Taxes. You agree to pay all sales taxes, tariffs and assessments levied or imposed by any government agency in connection with any services provided under this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by the Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

4. Fees. General access to the Service is currently provided to you at no additional cost. However, you may incur separate fees to use certain services available in the Online Services or Mobile Application. There are currently no fees for alerts or text messaging, but you are responsible for all rates and fees associated with text messaging imposed by your Communication Provider. Unless otherwise noted in this Agreement, Bill Pay and account transfers are provided at no cost, however, you are responsible for any overdraft fees or other fees as stated in your account agreement.

5. Account Access and Ownership. You understand that you will have a User ID and Password, to which multiple products/services are accessible (i.e. checking, money market accounts, IRAs, etc.). You may have different account owners/signers on the various accounts. For example, your checking account might have yourself and your spouse (joint owner); your savings account might list yourself and your child (joint owner); and your line of credit might be accessed only by me (individual owner). You further understand and agree that by disclosing your User ID and Password to any other person or account owner, you are allowing that individual complete on-line access to all of your accounts, regardless of who is authorized to access each account. You understand in the example above, your spouse and child would have full access via the Service to all three accounts if they had access to your User ID and Password, even though they could not do so through other transaction methods.

6. Passwords and Security. You will act on instructions received through CIT Bank, a division of First-Citizens Bank & Trust Company under your User ID and Password, the two elements required for access to your accounts. You agree to protect and keep confidential your user credentials, such as your User ID and Password, or any other means of accessing your accounts via the Service. We may from time to time change the minimum requirements for your Password without prior notice, and if so you will be required to change your Password the next time you access the Service.

7. Business Day. Every day is a Business Day except Saturdays, Sundays, or Bank Holidays. A “Bank Holiday” is any Federal Reserve holiday or other day that banks by law are authorized to be closed. You may access the Service at any time, except when the Service is unavailable due to maintenance periods, system issues or malfunctions, or unforeseen event.

8. Termination. You may terminate the Service any time by contacting the CIT Bank, a division of First-Citizens Bank & Trust Company support team:

By phone: (866) 351-5646

By email: In the Message Center by selecting “New Conversation”

By mail: CIT Bank, a division of First-Citizens Bank & Trust Company
4950 S. 48th Street
Phoenix, AZ 85040

It may take up to ten (10) Business Days to process your termination request. You understand that you are responsible for any internal or external transfers, Bill Pay requests or other scheduled transfers or payments from your accounts between the time of your cancellation and when the cancellation notice takes effect. Termination will not affect your liability or obligations under this Agreement or any account agreement with us for transactions we have processed on your behalf.

We may terminate use of the Service for any reason, at any time, without prior notice. Your access may be terminated, for example, if your account is closed, access is restricted or suspended for any reason, or if 90 calendar days or more lapses between sign-ins to the Service.

B. RECORDS AND COMMUNICATIONS

1. Account Information. Any account information provided to you via the Service is not the official record of your account activity. Your account statements, provided in either paper form, or electronically if you have selected paperless statements, is your official record. Information provided via the Service is updated regularly therefore should not be relied upon in taking any action on your account.

2. Communication. You agree to provide a valid email address so we may send you information related to the Service. You also consent to us sending you emails and other Communications through your computer or mobile device in connection with the Service. If you provide a mobile phone number, we have the right to contact you about your accounts except otherwise provided under applicable law. You may opt out from any electronic Communication or change any preferences at any time.

C. TERMS APPLICABLE TO BILL PAY AND TRANSFER SERVICES – CONSUMER AND BUSINESS ACCOUNTS

1. General. When you use, or allow another on your behalf to use the Service you agree to be bound by this Agreement. You also agree to be bound by any additional terms and conditions in your account agreement, any third party end user agreements or other related supplemental documentation applicable to the Service. Not all accounts are eligible for Bill Pay or A2A. We reserve the right to limit the eligibility to certain types of accounts. We also reserve the right to restrict to whom bill payments or transfers may be made in our sole discretion.

2. Service Limitations. During any month, you may not exceed six (6) transfers from your savings or money market account to another account of yours or a third party. These transactions include withdrawals or transfers to another account of yours, online banking transfers or through your mobile device, or ACH withdrawals. If you exceed these transaction limits, we may in our discretion charge any fees pursuant to your account agreement or return any ACH transactions unpaid.

3. Available Funds Required. All internal and external transfers are subject to the availability of sufficient collected and available funds to cover the scheduled transfer on the scheduled transaction date. For Bill Pay transactions, the “Payment Date” you select is the date that funds shall be delivered to your payee. However, funds shall be withdrawn from your account **TWO (2) to SEVEN (7) BUSINESS DAYS** prior to the Payment Date (the “Process Date”). Therefore, you are responsible to have sufficient collected and available funds in your account on the scheduled Process Date to avoid any overdrafts from your account or incomplete transactions. Process Date is determined based upon estimated time needed to deliver the funds to your payee.

4. Stopping Scheduled Transactions. You understand that you may change or delete a pending payment or transfer before you have processed it. This means you can delete or change any scheduled payment or transfer, if you do so no later than 4:00 PM EST, on the date the payment is scheduled to process (Process Date). If, for any reason, CIT Bank, a division of First-Citizens Bank & Trust Company is temporarily unavailable, delete payment requests can be made by contacting CIT Bank, a division of First-Citizens Bank & Trust Company support during normal business hours the day prior to the scheduled send date.

5. Unauthorized Transactions or Compromised Password. If you believe your Password has become known by an unauthorized person, or that someone has transferred money without your permission from your accounts, you will take these actions as soon as possible:

Change my Password in CIT Bank, a division of First-Citizens Bank & Trust Company and contact the on-line support team:

By phone: (866) 351-5646

By US Mail to:

CIT Bank, a division of First-Citizens Bank & Trust Company
CIT Bank, a division of First-Citizens Bank & Trust Company Online Support Team
4950 S. 48th Street
Phoenix, AZ 85040

6. Your Liability – Consumer Accounts Only. If you do not notify us that your Password has become known by an unauthorized person, you could lose all the money in your deposit account(s) and consumer loan(s) accessed through CIT Bank, a division of First-Citizens Bank & Trust Company. If you do not tell us within two (2) Business Days after learning that your Password has been compromised, and you can prove that you could have stopped someone from accessing my accounts through CIT Bank, a division of First-Citizens Bank & Trust Company without your permission, you could be liable for up to \$500. Changing your Password and notifying us as outlined above are the best ways of minimizing your potential losses for unauthorized use.

D. TERMS APPLICABLE TO BILL PAY ONLY – CONSUMER AND BUSINESS ACCOUNTS

1. General. For the optional Bill Pay Service ("Bill Pay") you must have a Bank account and U.S. Mailing Address. With Bill Pay, you can make one-time or recurring payments from your Bank account to almost anyone in the United States. You authorize the Bank to charge or debit your Bank account you have designated for any Bill Pay transaction, including the amount of the payment and any fees applicable to the transaction disclosed to you by the Bank.

2. Third Party Vendors. Bill Pay is made available through an agreement between the Bank and its third party vendor. While the Bank will make commercial reasonable efforts to make Bill Pay available without interruption, there will be times when Bill Pay shall not be accessible due to system maintenance or upgrades, or other unforeseen event.

3. Payments. All payments you make through Bill Pay to any business, merchant, or professional may generate an eBill or invoice for products or services provided on your behalf as applicable. You can also make payments to organizations, individuals, family or friends for any purpose. However, any payee you specify must be payable in U.S. Dollars and must be located in the United States. You are prohibited from using Bill Pay to make payments to a federal, state or local government entity, court or tax unit who does not accept third party payments, or to other payees we may restrict, such as gambling debts or other illegal payments. We generate two types of payments on your behalf – electronic and paper check. You must allow sufficient time for your payee to receive your payment by a designated due date. We are not responsible for any late fees or charges due to a late payment, unless our error causes the processing date to be late. We may set minimum or maximum limits for any payments in our sole discretion. We are not responsible if any payments are rejected due to it exceeding any applicable limits.

4. Payee Information. You must provide sufficient information about each payee in order for the Bank to sufficiently execute your Bill Pay transaction. This includes but is not limited to the payee name, mailing address and phone number. In addition, you may be asked to provide an account number or other invoice number as it appears on any bill or invoice from this payee. If you provide incorrect payee information, the Bank shall not be liable for the recovery of any funds sent to a wrong or incorrect payee and you will be liable for the amount of the payment to the intended payee. You are responsible for having sufficient funds in your Bank account to complete the Bill Pay request.

5. Termination of Bill Pay Service. You may terminate the Bill Pay service at any time upon written notice to the Bank, and the Bank has had a reasonable time in which to act upon it. You may terminate your Bill Pay service but continue to use Online Banking or continue to maintain your account with the Bank.

E. LIABILITY FOR UNAUTHORIZED BILL PAYMENTS OR TRANSFERS – BUSINESS ACCOUNTS ONLY

1. Losses. We are not liable to you for any errors or losses in using the Service except where we fail to exercise ordinary care in processing any transaction. Our liability in any case shall be limited to the amount of any money

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

2. Timing. Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, Bill Pay or error from any of our accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer, Bill Pay or error, shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period.

F. TERMS APPLICABLE TO TRANSFERS WITH OTHER FINANCIAL INSTITUTIONS ONLY – CONSUMER AND BUSINESS ACCOUNTS

1. General. For the optional Account to Account Transfer Service ("A2A") you must have a Bank account with us and another financial institution. With A2A, you can make one-time or recurring transfers to or from your Bank account with another financial institution. You authorize the Bank to credit or debit your Bank account you have designated for any A2A transaction, including the amount of the payment and any fees applicable to the transaction disclosed to you by us. You must request permission for A2A through Online Services or the Mobile Application. Once your account has been approved for A2A, you will be required to verify your control and authority to access the external account before you can use A2A to make a transfer.

2. Third Party Vendors. A2A is made available through an agreement between the Bank and its third party vendor. While the Bank will make commercial reasonable efforts to make A2A available without interruption, there will be times when A2A shall not be accessible due to system maintenance or upgrades, or other unforeseen event.

3. Transfers. The daily limit you may transfer is based upon your enrollment information, your recent transfers, and the "From" and "To" accounts. Most transfers are completed on the date you initiate the transfer ("Transfer Date") but can be delayed up to three (3) Business Days due to the transfer amount plus any recent transfers. Transfers made to an unverified account at another financial institution can be delayed up to five (5) Business Days. Transfers will not be made on the Transfer Date if your account does not have sufficient funds for the A2A transfer, or if the dollar value of one or more of your transfer requests exceeds any daily limit or transfer limit determined by the Bank.

4. Availability of Funds. Funds originating from an ACH debit transfer from an account at another financial institution will be available no later than the tenth Business Day after the day of your deposit.

5. Cancellation. You may cancel an A2A transfer if the cancellation request is received prior to the Bank's established Cut-Off Time. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your account. If this is unsuccessful (for example, the account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) calendar days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will at our discretion place a hold or stop payment on it and will subsequently handle the funds as required or otherwise permitted by applicable law.

6. Errors or Questions on External Accounts. In case of errors or questions about an A2A transfer that appear on your external account statement, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your external account.

G. TERMS APPLICABLE TO MOBILE DEPOSIT SERVICE ONLY

1. Service. The Mobile Deposit Service is designed to allow you to make consumer mobile deposits (each such deposit a "Mobile Deposit" and collectively "Mobile Deposits") to your checking, savings or money market accounts from home, personal office, or other remote locations by using a mobile device with the Bank's downloadable mobile application "Software" to capture images of paper checks and transmitting the images and associated deposit information to the Bank or the Bank's designated processor ("Processor"). You acknowledge and agree that a Mobile Deposit made by you using this Service is not an "Electronic Fund Transfer" as that term is defined in Regulation E and applicable law. The terms "Bank" and "Processor" are used interchangeably when used

in relation to any services performed by a Processor on behalf of the Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The mobile device must capture an image of the front and back of each check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the procedures outlined in the Agreement and provided to you in any supplemental Service documentation (the "Procedures"). After capture of the front and back Images and all other required data and information from the paper check, you will transmit, via the Internet, the Mobile Deposit containing the Images and all other required data and information from or pertaining to the check to the Bank or Processor using the Software. Subject to compliance with the terms, provisions and conditions of this Agreement, the Bank will process the Mobile Deposit on the day of receipt of the Mobile Deposit and enter the Images of the check into the collection process, in accordance with the Account Agreements pertaining to the account(s) into which the Mobile Deposit is to be made and this Agreement.

2. Eligible Items and Security Interest. You agree to scan and deposit only checks as the term "check" is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the Image of the check that is transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code in the state where your account is located.

You agree that you will not use this Service to scan and deposit any of the following checks ("Prohibited Check") which shall be considered prohibited notwithstanding such checks may constitute "checks" under Reg. CC:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks containing an alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees.
- Checks previously converted to a substitute check, as defined in the Account Agreements, are "image replacement documents" that purport to be substitute checks.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in the Account Agreement.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks prohibited by the Bank's current procedures related to this Service or which are otherwise not acceptable under the Account Agreement governing your Bank account.
- Checks payable on sight or payable through drafts.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been negotiated, submitted through this Service, or through a remote deposit capture service offered at any other financial institution.
- Checks that are drawn or otherwise issued by the U. S. Treasury Department.
- Cashier's Checks, Money Orders or Postal Money Orders.
- Travelers Checks.

You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank may incur associated with any warranty, indemnity or other claim related thereto.

You grant us a security interest in all of your accounts or other deposits (whether general or special) at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to the Bank under this Agreement to the maximum extent permitted by applicable law. This security interest will survive termination of this Agreement.

3. Endorsements and Procedures. You agree to restrictively endorse any check transmitted through the Service with your name and the restriction "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by us. You shall scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and

information from or pertaining to such checks to us or our Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. You agree to comply at all times with the Bank's "Security Statement" and security procedures published on the Banks' website and to safeguard the confidentiality and security of the security procedures and all other proprietary property or information the Bank provides to you in connection with the Service and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the security procedures are not designed for the detection of errors. The Bank is not, and will not be, obligated to detect errors by you or others, even if the Bank takes certain actions from time to time to do so. You may send multiple Mobile Deposits to us or Processor on the same day, not to exceed the deposit limits discussed in this Agreement.

4. Image Quality. The Images of checks transmitted to the Bank using this Service must be legible, as determined in our sole discretion. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

- The amount of the check;
- The payee of the check;
- The signature of the person who wrote the check;
- The date of the check;
- The check number;
- The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
- All other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the check.

Each time you make a Mobile Deposit, you represent and warrant that the Image shall also comply with applicable law and any other requirements established from time to time by the Bank, and shall meet all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

5. Receipt of Mobile Deposit and Notification. You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by the Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. Unless required by applicable law, the Bank has no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by the Bank when a complete copy of the Mobile Deposit has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements. To meet the cut-off time referenced in this section, the Mobile Deposit must be received by the Bank prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, the Bank's records shall be determinative. If customer elected to receive a receipt, upon receipt of a Mobile Deposit, we will send a confirmation that we have received the Mobile Deposit. Your receipt of such confirmation does not mean the transmission was error free, complete or will be considered a Mobile Deposit and credited to your account.

Upon receipt of a Mobile Deposit submitted by you, the Bank may examine such Mobile Deposit and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If the Bank determines that you have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the Mobile Deposit, the Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error, and accept and process the corrected Mobile Deposit (a "Corrected Mobile Deposit"). As a form of correction, the Bank may credit your account for the full amount of the deposit and make any necessary adjustments to the account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in its sole discretion, the Bank may reject any such Mobile Deposit, the Images or other

information contained therein. If after examination of a Mobile Deposit, the Images and other information contained therein, the Bank determines that you have complied with this Agreement, processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, the Bank shall accept the Mobile Deposit for deposit to your Account. Notwithstanding the fact that Bank has accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank.

6. Availability of Funds. Funds from your Mobile Deposit that are received Monday through Friday prior to 9:00 PM Central Time and are \$1,000 or less will be available the next Business Day. Funds from your Mobile Deposit that are received Monday through Friday prior to 9:00 PM Central Time and are \$1,000.01 or greater will be available in two (2) Business Days. Funds from your Mobile Deposit that are received after 9:00 PM Central Time or on a weekend or Bank Holiday will be available in three (3) Business Days.

For additional information on our policies and Bank Holidays, please refer to your Account Agreement or our website. The Service is subject to transaction limitations and the Bank reserves the right to change the availability of funds as outlined above, in our sole discretion, subject to applicable law. Mobile Deposits are not covered by the Funds Availability Policy that was previously provided to you.

We shall establish limits on the dollar amount and/or number of Images or Mobile Deposits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

THE CURRENT LIMITS ARE UP TO THREE (3) TRANSACTIONS PER DAY WITH A MAXIMUM DOLLAR LIMIT OF FIVE THOUSAND DOLLARS (\$5,000.00) SUBJECT TO BANK'S DISCRETION.

7. Laws, Rules, and Regulations. You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

8. Presentment. The manner in which the Images are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to applicable law and the Account Agreement. The Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and the Bank's selection of the clearing agents shall be considered to have been designated by you.

9. Maintenance and Disposal of Transmitted Checks. You shall mark, stamp, or write on the original check "Electronically Presented" after scanning the check in accordance with this Agreement. You agree to securely store the original check for a period of fifteen (15) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized persons shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time and (d) such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within ten (10) Business Days) provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original checks you transmitted using commercially reasonable methods of destruction. You are obligated to ensure that the original

checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks will be un-negotiable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original checks by you.

10. Return of Checks and Chargebacks. Any credit to your account of any deposit using the Service is provisional until final payment of the item deposited. If a check deposited through the Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that we may charge back the amount of the original check and provide you with an Image of the original check, a paper reproduction of the original check or a substitute check (each, a "Chargeback"). You will reimburse us for all loss, cost, damage or expense caused by or relating to the Chargeback as permitted by law. You agree not to deposit or otherwise negotiate an original check after our Chargeback. We further reserve the right to Chargeback to your account at any time for any Check we subsequently determined was a Prohibited Check. You further agree the Bank is not liable for any loss, costs, or fees you may incur as a result of our Chargeback of any item deposited through the Service.

11. User Warranties. You warrant to us that:

- You will only deposit checks or use any Service that is authorized by this Agreement, the Procedures and the Account Agreement, for a personal, family or household purpose.
- You will not (i) create duplicate Images of the checks, (ii) transmit a duplicate Image to us, or (iii) deposit or otherwise negotiate the original of any check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s).
- No subsequent transferees of the Image(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original check.
- Each Image you transmit to us contains an accurate representation of the front and the back of each check and complies with the requirements of this Agreement.
- All data and other information you provide to us, including, but not limited to, data contained in the MICR line of each check is complete, accurate and true and complies with the requirements of this Agreement.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor that may impair the collectability of the check.
- This Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject.
- There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would affect your financial condition or operations.
- All checks and your transactions are, and will be, bona fide. All signatures on checks are authentic and authorized.

H. ERRORS OR QUESTIONS – CONSUMER ACCOUNTS ONLY

1. Documentation of Payments and Transfers. Information concerning transactions or transfers will be shown on your periodic statements for the accounts to and from which payments and transfers are made. If you have arranged to have direct deposits made to your account at least once every sixty (60) calendar days from the same person or organization (i.e. your employer or the Social Security Administration), the person or organization making the deposit may tell you every time they send you the money. If they do not tell you, you can determine if the deposit was made through the Bank or through the 24-hour telephone-initiated banking system at (866) 611-6669. If these services are not available, you can call the Bank at (866) 351-5646 during normal business hours to find out if the deposit was made. If you receive preauthorized deposits to your savings account only, you will receive a statement at least quarterly. You will receive a monthly statement for your checking account whether or not preauthorized transfers were made during the month. If your preauthorized deposits vary in amount, the person or organization

paying you is required to tell you ten (10) Business Days before each payment, how much it will be and when the deposit will be made, unless you have made other arrangements with them. Upon completion of a transaction using the Service, reference information will be included in your account history.

2. In Case of Errors or Questions.

Notifying the Bank:

If you think your statement is wrong or if you need more information about a transaction listed on your statement, as soon as you can you will contact us:

By phone: (866) 351-5646

By e-mail: Bank.CustomerService@cit.com

By US Mail:

CIT Bank, a division of First-Citizens Bank & Trust Company
CIT Bank, a division of First-Citizens Bank & Trust Company Online Support Team
4950 S. 48th Street
Phoenix, Az 85040

3. Timing. We must hear from you no later than sixty (60) calendar days after you send the statement on which the problem or error first appeared. A statement is considered to have been sent when it is first made available.

4. What to Include. In your notice, you must:

- * Tell us your name and account number.
- * Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.
- * Tell us the dollar amount of the suspected error.

5. Written Notice or Affidavit. If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days. We may require you to provide your complaint in the form of an affidavit.

6. Actions and Timing. We will determine whether an error has occurred within ten (10) Business Days after you hear from us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days (20 Business Days if your account has been open 30 calendar days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. If the error concerns an error within the first 30 calendar days after deposit to a new account, a 90-day investigation period in place of 45 calendar days will apply. 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. You may ask for copies of the documents that we used in our investigation.

7. Releasing Account Information. We may provide information about your accounts to persons or agencies that, in our judgment, have a legitimate purpose for obtaining information. For example:

- * When it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- * In order to verify the existence and condition of your account to third parties, such as credit bureaus, merchants or other financial institutions;
- * Pursuant to a court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when we have to close your account due to an overdraft and relate that information to the credit reporting agency);
- * As explained in the Privacy Policy;
- * If you give us written permission.

I. MISCELLANEOUS

1. Yours and Our Duties and Responsibilities. Our duties and responsibilities are limited to those described in this Agreement, the Account Agreements and any other agreements governing the accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement. (You agree to carefully review your account statements and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Service including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in the Account Agreement as applicable. Otherwise, we will consider the information contained in your account statement correct. Subject to applicable law, you may not make any claim against us for transactions reflected on a statement that you believe are incorrect, altered, forged, unauthorized or improperly paid unless you notify us of that claim in writing within thirty (30) calendar days after the statement was sent or made available to you.)

In all instances, we and, if the services of a third-party provider are utilized in the provision of the Service, such third party's sole liability to you shall be limited to the correction of any errors made.

We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

2. Internet Disclaimer. The control and flow of documents, files, data, or other information depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

3. Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or access Bill Pay, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved or Bill Pay becomes available. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of your account agreement and not by the terms of this Agreement.

4. Information. We may from time to time request additional information from you in order to evaluate a continuation of the Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested information immediately upon request by us, in the form that we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Service according to the provisions hereof. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received by us within five (5) Business Days of the change.

5. Confidential Information. To prevent unauthorized use of the Service, you agree to protect and keep secure any usernames, passwords, account numbers, etc. or other means you access the Service. You agree to hold confidential, and to use only in connection with the Service, all information furnished to you by us or by third parties from whom we have secured the right to use the Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. This clause shall survive the termination of the Agreement.

6. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Service in your possession and your records relating to such checks and transmissions.

7. Termination. We may terminate this Agreement at any time for any reason to the extent permitted by applicable law. This Agreement shall remain in full force and effect unless and until we terminate it. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use this Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of the applicable Account Agreement, or any other agreement with us. You may terminate this Agreement by ceasing use of the Service or by providing reasonable notice to us whether by phone, in writing, or by electronic Communication. The obligations and liabilities of the parties incurred prior to the termination date shall survive termination of this Agreement.

8. Enforceability. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement, however, will remain in full force and effect.

9. Ownership and License. You agree the Bank retains all ownership and proprietary rights in this Service, associated content, technology, and website(s), including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to our business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use this Service only for the purpose intended in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer, reverse compile, or create derivative works from any of the technology used to provide this Service.

10. Other Terms. You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. This Agreement constitutes the entire statement of the terms and conditions that apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Service.

11. Governing Law. This Agreement is governed by federal law and, to the extent not preempted by federal law, with the laws of the state where we open your Account, or, if we transfer your Account to another location, where we currently maintain your Account, without regard to its choice of law provisions.

12. Indemnification and Third Parties. You hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Service, and/or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person Bank reasonably believes to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

13. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THIS SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.**

THE BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, YOUR MOBILE DEVICE OR RELATED EQUIPMENT, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **LIMITATION OF LIABILITY**. Except as specifically provided in this Agreement or where applicable law requires a different standard, you agree that neither we nor any third party service provider engaged by us to perform any of the services related to the Service, shall be responsible for any damages or losses, whether related to property or bodily injury, incurred as a result of your using or attempting to use the Service, whether caused by equipment, software, Communication Providers, browser software or any agent or subcontractor of any of the foregoing. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. You also agree that we or any third party service provider that we engage with, will not be responsible for any indirect, punitive, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Service or Internet Browser or access software, or from the unavailability of the Service or for any errors in information provided through the Service. If a court finds that we are liable to you because of what we did (or did not do, as the case may

be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six (6) month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY SPECIAL CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, SUBJECT TO APPLICABLE LAW.

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