

MOBILE BANKING SERVICES TERMS & LICENSE

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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 through Mobile Banking Services such as Mobile Remote Deposit Capture, are also governed by the CIT Bank Agreement for Personal Accounts.

The 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.

SECTION A

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) 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 YOU THROUGH THE MOBILE BANKING SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
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 a 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 <http://www.BankOnCIT.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.BankonCIT.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.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

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-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
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 ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
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 DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
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 California 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 California 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.