Mobile Banking Services Terms & License
and Zelle® Funds Transfer Service Terms of Use

I. MOBILE BANKING SERVICES TERMS & LICENSE

This service is provided to you by CIT Bank, N.A. ("CIT Bank") and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and CIT Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

Thank you for using CIT Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions, please contact customer service at 855-462-2652.

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, 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) 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 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 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.

**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”).

CIT Bank, N.A. is the U.S. national bank subsidiary of CIT Group, Inc. © 2019 CIT Group Inc. All rights reserved. Rev. 3/20
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 Liability.** 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 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.
II. Zelle Funds Transfer Service Terms of Use

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, the “CIT Bank Agreement for Personal Accounts” ("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 the Agreement. We may amend these Terms of Use at any time as provided in the “Amendments and Changes in Account Terms” section of the 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 trans- action 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 PROTECTION 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 OR SERVICES 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
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.

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