



CIT Terms of Use

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THESE TERMS GOVERN THE USE OF THIS SITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS THE SITE.

Acceptance of Terms

CIT Group Inc. and its affiliates (collectively, "CIT," "we," "us," or "our") welcome you to our Site. These Terms of Use ("Terms") govern your use of this Site and any other CIT Site, including, but not limited to, CIT mobile applications, CIT client interface sites, any content, functionality and services offered on or through this Site, or any other CIT Site that links to the Terms (collectively, the "Site"), except as otherwise provided herein. Please review these Terms carefully. By using the Site, or by clicking to accept or agree to the Terms when this option is made available to you, you agree to be bound and abide by the Terms. If you do not agree to be legally bound by the Terms, you are not authorized to use the Site and should exit immediately.

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Changes to the Terms

CIT reserves the right to change these Terms from time to time. We will notify you of any changes by posting the revised Terms on the Site. You should also periodically check the effective date at the top of this webpage to be sure that you are viewing the most recent version of the Terms and the important information that it includes. All changes to the Terms shall be effective upon posting. Your continued use of the Site after any changes to these Terms constitutes your agreement to be bound by any such changes. CIT may terminate, suspend, change, or restrict access to all or any part of the Site without notice or liability.

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Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Content for the Site may be retransmitted without our express, written consent for each and every instance.

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Service Access

While we endeavor to ensure that the Site is normally available, we shall not be liable if for any reason the Site is unavailable at any time or for any period. Access to the Site may be suspended temporarily and without notice in the case of system failure, legal requirements, maintenance or repair or for reason beyond our control.

Links

The Site may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content and/or services on such External Sites, which are provided by third parties. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content and/or services located on such External Sites. We are not responsible for the content and/or services provided via any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. External Sites may have a privacy statement different from CIT's Privacy Statement, and the External Site may provide less security than the Site. If you decide to access linked External Sites, you do so at your own risk.

Your Conduct

In using the Site, you agree:

- to use the Site and the Content only for lawful purposes,
- not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system
- resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked websites;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Sites



- not to upload, post or otherwise transmit through or on the Site any viruses, worm, Trojan horse, malware,
- program, code or other harmful, disruptive or destructive files;
- not to use a robot, spider, script, or any means to extract, download, index, mine, scrape, or circumvent the operation or intended use of the Site;
- not to use the Site to submit or share any offensive, indecent, hateful, racist, sexist, pornographic, or otherwise inappropriate material;
- not to violate the privacy or publicity rights or infringe upon the intellectual property or other proprietary rights of third parties
- not to use the Site to make unsolicited offers or requests, advertisements, or send spam
- not to use or attempt to use or access another person's product, account or personal information, or create or use a false identity on the Site; and
- not to attempt to obtain unauthorized access to the Site or portions of the Site that are restricted from general access.

You are prohibited from any use of the Site or Content that would give rise to liability to CIT or otherwise violate any applicable local, state, national or international law or regulation.

Site Monitoring

CIT has no obligation to monitor the Site; however, you acknowledge and agree that CIT has the right to view, monitor and/or record the Site and Site activity electronically or otherwise, without notice to or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible illegal activity on the Site. CIT may also comply with all court orders as well as all law enforcement and regulatory inquiries involving requests for such information.

CIT may, in its sole and absolute discretion (i) delete and/or take down any material from the Site, (ii) disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, (iii) operate the Site, and (iv) take any steps that it deems necessary or appropriate to protect itself and/or users of the Site.

Submissions to the Site

Although we encourage you to communicate with us via the Site, we do not want you to, and you should not, communicate to us any content, remarks, feedback, questions, comments, suggestions, discussions, ideas, graphics or other submissions (collectively, "Submissions") that contain confidential or proprietary information. With respect to Submissions, you agree that: (a) it shall not be considered confidential or proprietary and you shall have no right of confidentiality, and CIT shall have no obligation to protect your Submissions from disclosure; (b) you own or control all rights or have obtained all necessary permissions in and to the Submission; (c) the Submission does and will comply with the Terms, specifically the terms set forth in the "Your Conduct" section of these Terms; (d) you grant CIT an unrestricted right to reproduce, copy, incorporate, or otherwise use, disclose, and distribute your Submissions (and any ideas, concepts, know-how, or techniques contained in your Submissions) to others and for CIT's commercial or non-commercial purposes, including but not limited to, the development, production and marketing of our products and services, without notice or compensation to you; and (e) CIT shall be free to use, but is under no obligation to use your Submissions. Nothing herein contained shall be construed as limiting CIT's responsibilities and obligations under CIT's Privacy Statement.

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Indemnification

You agree to defend, indemnify and hold harmless the CIT Parties from and against any and all claims, losses, expenses, or demands or liabilities, including attorneys' fees and costs, incurred by the CIT Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content you submit, post to or transmit through the Site, or (ii) your use or misuse of the Site or content in violation of the Terms or in violation of any applicable law. You further agree that you will cooperate as reasonably required in the defense of any such claims. The CIT Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of CIT. You hereby agree to cooperate with any reasonable requests from CIT to assist in its defense of such claim or matter. You further agree to indemnify and hold harmless the CIT Parties from any claim arising from a third party's use of information or materials of any kind that you post in a public area of the Site.

Termination

These Terms are effective until terminated by CIT at any time without notice. CIT may suspend, restrict and/or terminate your access and use of the Site at any time, with or without cause, in CIT's absolute discretion and without notice. The following paragraphs of these Terms shall survive termination of your use or access to the Site: paragraphs concerning Indemnification, Disclaimer of Warranties, Limitations of Liability, applicable law and dispute resolution, and any other provision that by its terms survives termination of your use or access to the Site.



Digital Millennium Copyright Act

CIT respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove Content deemed to have been posted or distributed in violation of any such laws. Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Attention: General Counsel

Address: CIT Group Inc.

1 CIT Drive

Livingston, NJ 07039

Telephone: 973-740-5000

Fax: 973-740-5087

If you believe that your work has been copied on the Site in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Site where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Governing Law and Venue

These Terms and all other aspects of your use of the Site shall be governed by and construed in accordance with all applicable Federal laws of the United States of America and the laws of the State of New York, without regard to its Conflict of Law Rules. All claims and disputes arising out of these Terms, and applicable federal law or your use of the Site, other than actions for specific performance or injunctive relief brought by CIT, shall be exclusively brought in the federal, state, or local courts located in New York, and, with regard to such claims and disputes, you hereby irrevocably (i) submit to the exercise of personal jurisdiction over you by those courts, and (ii) waive any jurisdictional, venue, or inconvenient forum objections to such courts.

General

Failure by CIT to enforce any provision(s) of these Terms shall not be construed as a waiver thereof. Any cause of action you may have with respect to the Site, the Content, and/or these Terms must be commenced within one (1) year after the claim or cause of action arose, or be barred. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Terms shall remain in full force and effect. These Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms. All rights not expressly granted herein are hereby reserved. You agree that you will not sue us as an individual. You agree that you will not file or participate in a class action against CIT.



Contact Us

If you have questions regarding the Terms or the practices of CIT, please contact us by e-mail at info@cit.com or by regular mail at CIT Group Inc., 1 CIT Drive, Livingston, New Jersey 07039-5795, Attention: General Counsel.