

# EverBank Visa® Commercial Cardholder Agreement



1005187 (09/23)

## 1.1. General

Read this Cardholder Agreement (the "Agreement") thoroughly. This Agreement, as modified from time to time, governs your use of the EverBank Visa Commercial Card (the "Card") issued to you and the account ("Cardholder Account") established in connection with the Card.

## 1.2. General terms

As you read this Agreement, remember that the following words have the following meanings.

### 1.2.1. Definitions and meanings

**1.2.1.1. "Business Day"** means every day is a "Business Day" except Saturdays, Sundays and federal holidays.

**1.2.1.2. "Charges"** refer to all amounts charged to your Cardholder Account including, without limitation, Purchases, Cash Advances, any transaction in which you have evidenced an intention to make a Purchase or obtain a Cash Advance, charges and fees, and any other monetary obligations associated with the Cardholder Account.

**1.2.1.3. "Company"** refers to your employer, the business entity that has requested us to issue the Card to you.

**1.2.1.4. "Company Account"** means the account we have established in the Company's name and in connection with which we have issued your Card and Cardholder Account.

**1.2.1.5. "Program Administrator"** means the employee or officer of your Company responsible for managing the operational and financial details of the Company Account.

**1.2.1.6. "We," "Our," "Us,"** and **"EverBank"** refer to EverBank, National Association, the issuer of the Card, or its assigns.

**1.2.1.7. "You" or "Your"** refers to the person named on the Card.

## 1.3. Accepting the agreement

If you agree to be bound by this Agreement, you should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, do not use the Card, cut the Card in half and return the pieces to your Program Administrator. Your use of the Card, and/or any use of the Cardholder Account number without the Card, however initiated, will also indicate your acceptance of the Card and the terms of this Agreement, and that we may amend the Agreement from time to time pursuant to applicable law, including but not limited to, amending the rates, fees, finance charges, or any other Account terms. You also agree to abide by all terms, conditions, covenants and agreements applicable to the use of your Cardholder Account and Card, including, but not limited to, any agreement you may enter into with us or the terms and conditions contained on your Card and on any sales slips, statements, or other documents provided to you.

## 1.4. Other agreements

You will abide by all terms, conditions, covenants, and agreements applicable to the use of your Cardholder Account, including, but not limited to, any agreement you may enter into with us and the terms and conditions contained on any sales slips, Cash Advance slips, monthly Statements, and any Card issued to you. Breach of any condition or obligation of this Agreement by any other applicant for your Cardholder Account or any Representative shall be a breach by you.

## 1.5. Use of the card

**1.5.1.** You may make Purchases and obtain Cash Advances. Charges may apply to your use of the Card as described in this Agreement and other applicable terms and conditions.

**1.5.2.** If the Company requests, you may be issued a Personal Identification Number ("PIN") to obtain cash advances ("Cash Advances") by presenting the Card at participating Visa member offices or by use of automated teller machines ("ATMs") or other electronic terminals that accept the Card for such purposes. If you are given a PIN to obtain Cash Advances, you agree not to disclose your PIN to others. You also agree that we may disable this Cash Advance feature or terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice.

**1.5.3.** You may obtain special Purchase or Cash Advance promotional offers that we in our discretion may provide from time to time. We will inform you of any special interest rates or other terms and conditions that apply to these special Purchases or Advance promotional offers at the time we offer them.

**1.5.4.** From time to time, we may offer rebate or rewards programs to you. The terms and conditions applicable to any such rebate or rewards programs will be disclosed to you at the time we offer them.

**1.5.5.** We are not liable for the refusal of any merchant to accept or honor the Card for any reason, including the inability to obtain authorization for a Purchase, or for any failure to complete a transaction at an ATM for any reason. We reserve the right to deny authorization of any Charge.

## 1.6. Business purpose; illegal transactions

You agree to use the Card, whether to obtain Purchases or Cash Advances, for the authorized business purposes of the Company only and not for your personal, family or household purposes. You also agree to use the Card only in accordance with the Company's policies and procedures, including, but not limited to, any procedures relating to the submission of expense reports. You may not use your Card or the Cardholder Account as payment for any illegal purchase (including, but not limited to, online gambling transactions).

## 1.7. Liability

If the Company has asked us to bill you directly for the use of your Card and your Cardholder Account, you understand and agree that you will be personally liable to us for any Charges resulting from your use of the Card or your Cardholder Account, whether or not the Company has assumed some or all of the liability for such Charges. To the extent that the Company has assumed any liability for such Charges, you and the

Company will be jointly liable for such Charges. You may consult the Company's Program Administrator to find out whether the Company has asked us to bill you directly, and the extent of liability assumed by the Company.

#### **1.8. Unauthorized use; lost or stolen card**

No other person is permitted to use your Card or Cardholder Account for Charges, for identification, or for any other reason. **You agree to notify us immediately upon learning of the loss, theft or possible unauthorized use by a third party of the Card. You may notify us by calling 1.800.738.2615 (or from outside the United States, by calling collect to 1.727.570.4881).** You also agree to notify your Program Administrator as soon as possible after learning of the loss, theft or possible unauthorized use of your Card. If you are personally liable for the use of your Card and your Cardholder Account (see the Liability section of this Agreement), you will not be liable for any unauthorized use that occurs after you notify us of the loss or theft of your Card or the possible unauthorized use of your Card and/or Cardholder Account. You may, however, be liable for unauthorized use that occurs before you notify us. **In addition to telephoning us at 1.800.738.2615 (or from outside the United States, by calling collect to 1.727.570.4881), you may write to us at EverBank, Customer Service, Attention: TA-74 PO Box 31535, Tampa, FL 33631-3535. Be sure to include your account number when you write (\_\_\_\_\_ insert account number).** Although such use of the Card and the Cardholder Account is prohibited under this Agreement, you will be liable for your use of the Card or the Cardholder Account for personal, family or household purposes. In addition, if you permit anyone to use the Card or to otherwise access the Cardholder Account, such use of the Card or access to the Cardholder Account will be considered authorized use.

#### **1.9. Credit line; cash advance limit; company credit limit**

We will establish a credit line for your Cardholder Account ("Credit Line"). We may, at any time, change your Credit Line. You agree that you will not use your Card or your Cardholder Account in any way that would cause the total outstanding amount of Charges on your Cardholder Account to exceed your Credit Line. We are not obligated to accept any Charges on your Cardholder Account if the total outstanding Charges on your Cardholder Account would exceed your Credit Line; but, if we do, and if you are personally liable for your use of the Card and the Cardholder Account (see the Liability section of this Agreement), you agree to repay all such Charges in accordance with the terms of this Agreement.

If you are permitted to obtain Cash Advances, we may establish a limit on the amount of Cash Advances that you may obtain under the Cardholder Account ("Cash Advance Limit"). We may, at any time, change your Cash Advance Limit. You agree that you will not use your Card or your Cardholder Account to obtain Cash Advances that would cause the total outstanding amount of Cash Advances to exceed the Cash Advance Limit. If you exceed the Cash Advance Limit, we may, without notice, suspend your privilege to use your Cardholder Account. We are not, under any circumstances, obligated to honor a request for Cash Advances if the Cash Advance Limit has been exceeded; but, if we do, and if you are personally liable for your use of the Card and the Cardholder Account (see the Liability section of this Agreement), you agree to repay all such Cash Advances, plus other applicable Charges, in accordance with the terms of this Agreement. Your Cash Advance Limit is a portion of your total Credit Line and is only available to the extent that you have an amount available under your Credit Line. Your initial Cash Advance Limit is an amount equal to seventy-five percent (75%) of the Credit Line disclosed to you when you receive your Card.

We will tell you your Credit Line when you receive your Card, and will display your Credit Line and Cash Advance Limits (each as may be adjusted from time to time) on your "Statement" (as defined in the Statements section of this Agreement, below). Without limiting our other rights under this Agreement, you agree that if the Charges on your Cardholder Account exceed either your Credit Line or Cash Advance Limit (and if you are personally liable for use of the Card, under the Liability section of this Agreement) you will immediately pay us for the full amount of the excess. We will establish and notify the Company of a credit limit for the Company Account ("Company Credit Limit"). We also reserve the right to deny authorization of any Charge on your Cardholder Account if the Company Credit Limit is or would be exceeded even if the Charge is within your Credit Line or your Cash Advance Limit.

#### **1.10. Statements**

We will send you a monthly statement ("Statement") for each billing period at the end of which there is a debit or credit balance of \$1.00 or more. We will send your Statement by mail or (if we make electronic statements available and you request us to do so) make it available via the Internet. The Statement will show separately the Purchases and Cash Advances, if any, that have been posted to your Cardholder Account since your last Statement, plus all other Charges posted to your Cardholder Account during the billing period. You agree that the Statement will be considered correct unless you notify us of any error within 14 days after we send you the Statement or statement of activity.

The total outstanding balance (the amount you owe us) appears as the "New Balance" on your Statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each billing period, called the "Previous Balance" on your Statement. We add any Purchases, Cash Advances and other charges posted to your Account since the end of the previous billing period and subtract any payments and credits we receive. We then add the appropriate interest charges and fees and make other applicable adjustments.

#### **1.11. Payment**

If you are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement), you agree as follows.

**1.11.1.** You agree to pay us the Minimum Payment Due by the Payment Due Date shown on your monthly statement. If your New Balance shown on your Statement is less than \$25, then your Minimum Payment Due is your New Balance. If the new Balance shown on your Statement is \$25 or more, then the Minimum Payment Due is an amount equal to the greater of (a) \$25 or (b) 3% of the New Balance (excluding any amount that is past due), plus any amount past due. This sum will be rounded up to the nearest dollar. You may pay more than the Minimum Payment Due; however, you will still be required to pay the Minimum Payment Due in the next cycle if there is a balance on your next monthly Statement.

**1.11.2.** Each payment received and each merchandise credit received will be applied to your Cardholder Account balance(s) in any manner we choose, as permitted by applicable law.

**1.11.3.** All written communications concerning disputed amounts, including any check or other payment instrument that you send us (a) in an amount less than the full amount due marked "Paid in Full," (b) tendered with other conditions or limitations, or (c) otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the following address: EverBank, Customer Service, Attention: TA-74, PO Box 31535, Tampa, FL 33631-3535. If you send such a communication to any other address, you agree that (a) we may disregard such notations or instructions, and (b) we may credit any payment we receive as we determine is appropriate, and our crediting of that payment will not mean that we have agreed to such notations or instructions on or with that payment.

**1.11.4.** All payments to us must be made in U.S. dollars at the address shown on your Statement. Payments sent to any other location may cause delay in crediting your Cardholder Account. Payments received after 5 p.m. (ET) on any Business Day or at any time on any non-Business Day will be considered as payments made on the following Business Day.

#### **1.12. Credits**

If you are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement), you understand that we will refund any unused credit balances in excess of \$1 upon written request. However, credit balances will not increase the amount of credit available to you from your Cardholder Account. Any refund, adjustment, or credit allowed by any seller, merchant, or other person or entity shall not be by cash but rather by credit to the Cardholder Account. Such refunds and adjustments will appear on your Statement.

#### **1.13. Credit reports and furnishing information to consumer reporting agencies**

**1.13.1.** By accepting and using a Card and the Cardholder Account, you agree that we may obtain credit and employment information on you by any means, including obtaining information from credit-reporting agencies and/or from other sources. You also agree that we may obtain credit reports for any reason from time to time in the future when updating, renewing, or extending your account. We may do so at the time you are provided a Card, at any time while your Cardholder Account is open, or after your Cardholder Account is closed if you owe us any amount related to the Cardholder Account. Upon your request, we will inform you whether or not such a report was requested and, if so, the name and address of that agency that furnished the report.

**1.13.2.** A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. Late payments, missed payments, or other defaults on your Cardholder Account may be reflected in your credit report. If you believe that we have furnished any inaccurate information relating to your Cardholder Account to any credit reporting agency, you may notify us by phone or mail at EverBank, Customer Service, Attention: TA-74, PO Box 31535, Tampa, FL 33631-3535. To help us respond to your notification, include your Cardholder Account number, Social Security Number, the name of the credit reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You may also contact the appropriate credit reporting agency directly at the appropriate address and toll-free number: Equifax, PO Box 740241, Atlanta, GA 30374, 1.800.685.1111; Trans Union, PO Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, PO Box 2002, Allen, TX 75013, 1.888.397.3742.

#### **1.14. When periodic interest charges begin**

We calculate the Interest Charges separately for Cash Advances and Purchases. Unless a special promotional offer applies, there is no grace period and you will pay an Interest Charge on all Cash Advances from the date they are posted to your Account until paid in full. There is no period within which you may repay Cash Advances in order to avoid an Interest Charge. You will pay an Interest Charge on Purchases from the date they are posted to your Account until paid in full, unless the Purchase is subject to a grace period. There is a grace period during which no Interest Charge will be imposed on Purchases. Purchase transactions appearing on your Statement ("New Purchases") will not be subject to an Interest Charge if:

1. You paid the New Balance reflected on your immediately prior Statement in full by the Payment Due Date shown on that Statement (or if you had no balance or a credit balance at the end of that prior Billing Cycle) and
2. You also pay the New Balance shown on the current Statement (the statement reflecting the New Purchase) in full by the Payment Due Date reflected on the current Statement.

If you do not satisfy condition 1 above, the New Purchase will be subject to an Interest Charge from the day it is posted to your Account. If you satisfy condition 1 above but do not satisfy condition 2 above, New Purchases will be subject to an Interest Charge from the Payment Due Date until paid in full.

#### **1.15. Average daily balance of purchases (including new purchases)**

We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the "Average Daily Balance of Purchases" on the Account (including new Purchases for which you do not have a grace period). To get the Average Daily Balance of Purchases, we take the beginning balance of Purchases on the Account each day; add any New Purchases (except as described below) posted to your Account on that day; and subtract unpaid interest or other finance charges and any payments or credits and unpaid membership, late-payment, returned check, and other similar fees. This gives us the Daily Balance of Purchases. Then we add together all of these Daily Balances of Purchases for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases. However, if you paid the full amount of the New Balance shown on your last Statement by the Payment Due Date shown on that Statement, or if you had no balance or a credit balance on your last Statement, New Purchases will be excluded from the Average Daily Balance of Purchases.

#### **1.16. Average daily balance of cash advances (including new cash advances)**

We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the "Average Daily Balance of Cash Advances" on the Account. To get the Average Daily Balance of Cash Advances, we take the beginning balance of Cash Advances on the Account each day; add any new Cash Advances posted to your Account on that day; and subtract unpaid interest or other finance charges and any payments or credits and unpaid membership fees, late-payment, returned-check, and other similar fees. This gives us the Daily Balance of Cash Advances. Then, we add together all of these Daily Balances of Cash Advances for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

#### **1.17. Calculation of interest charges**

##### **1.17.1. Generally**

We calculate a portion of your Interest Charge by multiplying a Monthly Periodic Rate by your Average Daily Balance of Purchases (including new Purchases for which there is no grace period) and by multiplying a Monthly Periodic Rate by your Average Daily Balance of Cash Advances (including new Cash Advances). We add together the results of these daily calculations to get your total Interest Charge for the Billing Cycle, subject to a Minimum Interest Charge of \$.50 and subject to the additional Interest Charge for Cash Advances as described in the Pricing Schedule.

### 1.17.2. Variable APRs based on prime

The Monthly Periodic Rate for Purchases and Cash Advances is a variable rate that may change monthly. The Monthly Periodic Rate will be 1/12th of the sum of an "Index" plus a Margin. The Index applicable to any Billing Cycle is the highest domestic Prime Rate published in the "Money Rates" section of The Wall Street Journal (eastern edition) on the 15th day (or preceding "business day," if the 15th is not a business day) of the calendar month immediately prior to the month in which the Billing Cycle begins. An increase in the Prime Rate will take effect on the first day of the Billing Cycle. An increase in the Prime Rate will increase the amount of your Interest Charge, New Balance, and Minimum Payment Due. The Standard Margin is 17.75% for Cash Advances. The Standard Margin for Purchases is 8.75%. The current Index and the current Monthly Periodic Rates and corresponding Annual Percentage Rates are also disclosed below the Rates and Fees Chart provided to you when you applied online or mailed to you with your card, and on each Statement we will send you. If you are in Default of this Agreement (as described in Default section), we may increase your Margin as provided in the Penalty Interest Charge section and the Default section below.

### 1.18. Penalty interest charge

If you are in Default (see the Default section), you agree that your Monthly Periodic Rate and corresponding Annual Percentage Rate may be based on the Index plus a Penalty Margin of 19.75%. We will remove the Penalty Margin from your Account and calculate your Purchase and Cash Advance Interest Charges using the Standard Purchase Margin and the Standard Cash Advance Margin for your Account (each as may be amended from time to time) once you have made six (6) consecutive payments of the Total Minimum Payment Due by the Payment Due Date reflected on your Statement.

### 1.19. Cancellation or suspension

Regardless of whether an event of default (see the Default, Termination and Acceleration section of this Agreement), has occurred, we may cancel or suspend your privilege to use the Cardholder Account, terminate your Cardholder Account or lower your Credit Line at any time for any reason, and we will give you only such notice as is required by law. We may also terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. If your Cardholder Account is suspended, it may be returned to active status with or without notice to you and at our sole discretion. In addition, the Company may request that we cancel your Cardholder Account at any time. Your Cardholder Account will be cancelled automatically if the Company Account is cancelled or terminated. If you are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement), you remain responsible for amounts owed on the Cardholder Account in accordance with the terms of this Agreement after cancellation or suspension of your Cardholder Account.

### 1.20. Default, termination and acceleration

Each of the reasons below, is considered an event of default on your Cardholder Account. We may increase your Standard Margin for Purchases and Cash Advances to the Penalty Margin of 19.75% if:

- You are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement) and you fail to make any Minimum Payment Due on your Cardholder Account by the Payment Due Date;
- You exceed your Credit Line or Cash Advance Limit;
- You are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement) and you fail to make any Minimum Payment Due on your Cardholder Account within 60 days of the applicable Payment Due Date;
- You are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement) and you fail to make two (2) Minimum Payments Due by the applicable Payment Due Date within any period of 12 consecutive billing cycles;
- You or the Company use a check or instrument for payment which is dishonored;
- You fail to pay any of your other creditors on time;
- You or the Company fail to provide complete and accurate financial on your Visa Commercial Card Application, or upon our request at a later time;
- You become insolvent or bankrupt or die;
- You do not comply with any of the terms of your Cardholder Account as provided by this Agreement or any other agreement that you enter into with us in connection with this Cardholder Account;
- We have evidence or a reasonable belief that an improper use of your Card or Cardholder Account has been or may be made;
- We have evidence or a reasonable belief that the likelihood of your payment or performance under this Agreement has been significantly impaired (which may include, without limitation, if you experience a significant change in your usage or performance with us or your other creditors);
- We have evidence or a reasonable belief that the Company is unable or unwilling to meet all of its obligations, including, but not limited to, those relating to the Company Account; or
- The Company Credit Limit has been exceeded.

In addition to applying the Penalty Margin to your Cardholder Account, we may also enforce any of our other legal rights, including the right to charge court costs and reasonable attorney's fees as permitted by law. Late payment fees will continue to accrue on all Charges that are past due until such Charges have been paid in full. We have and will retain a general lien on all of your property and/or money in our possession or in the possession of any of our affiliates. In the event you do not make any payment as agreed, we may exercise our right of set-off against any obligation you owe to us under this Agreement, including a set-off against any deposit account(s) you have with us or any of our affiliates, to the extent permitted by law.

### 1.21. Return or surrender of card

If we terminate your Cardholder Account, you must destroy your Card or return it to your Program Administrator. If the Company asks you to surrender your Card to it for any reason, you must do so. If a merchant that accepts the Card asks you to surrender your expired or terminated Card, you must do so. You may not use the Card after it has expired, after we have terminated or suspended your Cardholder Account, or after your employment with the Company has ended, but, if you do, you will be liable for any such use.

### 1.22. International transactions

You may choose to use your Card to take a Cash Advance or make a Purchase in a foreign country (an "International Transaction"). If your International Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa®

International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. You will also be charged an International Transaction Service Charge of 2.0% of the transaction. We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Otherwise, it is possible that your International Transactions may be delayed or declined.

### **1.23. Disputes**

If you have any questions, problems, discrepancies, or disputes concerning Charges on your Cardholder Account, you should notify your Program Administrator. Your Program Administrator must contact us within 60 days from the Closing Date of the Statement on which such Charges first appear. After your Program Administrator contacts us, we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. If you are responsible for the payment of all or a portion of your Cardholder Account (see the Liability section of this Agreement), you do not have to pay any amount in question while we are investigating your inquiry, but you must pay the parts of your bill that are not disputed. No late fees will accrue because of the disputed amount pending resolution of the dispute, although such fees may be imposed retroactively if it is determined that the disputed amount is properly payable. We are not responsible for any problem you have with any goods or services you purchase with your Card or Cardholder Account.

### **1.24. Renewal cards**

Unless otherwise revoked or terminated, your Card and Cardholder Account will be valid through the expiration date printed on the face of the Card. By accepting the issuance of the Card, you are requesting that we issue you a renewal Card before the current Card expires. We may continue to reissue your Card but are not obligated to do so.

### **1.25. Telephone and email communications with you**

In order to ensure a high quality of service for our clients, and to provide continuing training for our contractors and employees, you agree that we may monitor, record, and share our telephone calls with you for quality assurance and compliance purposes. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you for account-related business purposes at (a) any telephone number or email address that you provided in your application for the account or (b) any telephone number or email address that you may provide to us in the future. You also agree that, to the extent not prohibited by applicable law and exclusively for account-related business purposes, we may communicate with you at these telephone numbers using any means of communication technology, including (but not limited to) automatic telephone dialing systems, artificial or pre-recorded voice messages. Additionally, if any of the numbers that you provide to us either at application or thereafter is a cell phone number you understand and agree that we may also contact you with account-related information at that number through the use of text messages or email directed to your cell phone service. You understand and agree that we may contact you at your cell phone number using one or more of these communication technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

### **1.26. Assignments/transfers**

Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement shall be binding upon your estate or personal representatives. We may sell your Cardholder Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.

### **1.27. Governing law**

You understand and agree that (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Florida, and (b) your Cardholder Account was opened or will be continued after approval by us in the State of Florida. If any provision of this Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

### **1.28. Changing the terms of your account**

We may amend the terms of this Agreement, including the amount of any fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Cardholder Account. If required by applicable law, we will (a) send notice of the changes to you at the address shown on our records for you and (b) give you the right to opt out of the change. If you opt out of the change you will be unable to initiate any further transactions on the Account and you will be required to repay the amount that you owe us under the terms and conditions of the then-existing Agreement.

### **1.29. No waiver of rights**

We may delay in enforcing our rights under this Agreement without losing those rights or any others. We may waive enforcement of our rights in one or more instances without waiving them, or any other rights, in other instances.

### **1.30. Change of name or address**

You agree to notify us in writing immediately if your name or home address changes, or if you leave the employ of the Company. Any notices given pursuant to this section must be sent to us at:

EverBank  
Customer Service  
Attention: TA-74  
PO Box 31535  
Tampa, FL 33631-3535

For Missouri cardholders, the fees not governed by applicable federal law are governed by section 408.145 of the Missouri Statutes.

