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## 1.0. EVERBANK POINTS REWARDS PROGRAM TERMS AND CONDITIONS

### 1.1. GENERAL

These Points Rewards Program Terms and Conditions (the "Points Program Agreement") govern the EverBank Points Program (also referred to as the "Points Program"). The Points Program enables Participants to earn Points and Bonus Points that may be redeemed for various Rewards, including cash credits to your Account ("Cash Rewards"). When used in this Points Program Agreement, the terms "we", "us", and "our" refer to EverBank; the terms "you" and "your" refer to the Participant. Other defined terms used in this Agreement are set forth in section 1.2.1 below.

You may enroll in either this Points Program or the EverBank Cash Rewards Program, but you may enroll in only one of these two programs for a specific Card Account. This Points Program Agreement governs only the Points Program. As explained in more detail below, you may earn Points by using your Card to make Eligible Purchases, and Bonus Points by making Eligible Bonus Purchases. The number of Points or Bonus Points earned are based on the dollar value of the Eligible Purchase or Eligible Bonus Purchase. Not all amounts charged to your Card will count as Eligible Purchases or Eligible Bonus Purchases. You then may redeem your Points to acquire merchandise and other Rewards from Reward Providers, or you may redeem your Points for Cash Rewards. The foregoing is only a broad overview. The details of the Points Program are below.

EverBank issues and administers all Cards and associated Accounts. FIS manages and administers the Points Program. FIS and EverBank are not affiliates. If you enroll in the Points Program, this Points Program Agreement are incorporated into and part of the Cardholder Agreement governing your Account. If a discrepancy or inconsistency were determined to exist between the terms and conditions and other provisions of this Points Program Agreement and the terms, conditions and other provisions of the Cardholder Agreement, then this Points Program Agreement shall control with respect to the Points Program, but only to the extent necessary to address the discrepancy or inconsistency.

Please review this Points Program Agreement carefully. Participants enrolling in this Program agree to be bound by the terms of this Points Program Agreement, and any subsequent amendments thereto.

1.1.1. The Points Program is offered at the sole discretion of FIS and EverBank. THEY EACH RESERVE THE RIGHT TO CHANGE THESE RULES AT ANY TIME, FOR ANY REASON, AND WITHOUT NOTICE, AND THIS INCLUDES THE RIGHT TO SUSPEND OR END THE POINTS PROGRAM, CANCEL OUTSTANDING POINTS, OR CHANGE REDEMPTION OF OUTSTANDING REWARDS, EXCEPT AS LIMITED BY LAW. NEITHER FIS NOR EVERBANK ASSUME ANY LIABILITY WHATSOEVER FOR THESE CHANGES.

1.1.2. Your Card Account may be subject to fees and charges in accordance with your applicable Cardholder Agreement.

1.1.3. In the event of Participant fraud, abuse of the Points Program privileges, or violation of the Points Program Agreement (for example, any attempt to sell, exchange, manufacture or transfer Points or any instrument exchangeable for Points), FIS and EverBank each reserves the right to remove the Participant from the Points Program and to cancel any Points acquired through any of the foregoing misconduct.

1.1.4. Participants are responsible for any tax liability related to participation in the Points Program, including as a result of Points earned or redeemed, and the receipt and use of any Rewards acquired through the Points Program.

1.1.5. The Points Program is void where prohibited by law.

1.1.6. EverBank is not responsible for managing or administering the Points Program or providing services under the Points Program. EverBank will not be responsible for errors or omissions in any Points Program document. EVERBANK WILL NOT HAVE ANY LIABILITY TO ANY PARTICIPANT OR ANY OTHER CARDHOLDER ARISING FROM, OR RELATED TO, THE POINTS PROGRAM OR REWARDS.

1.1.7. EACH PARTICIPANT (AND ANY OTHER PARTICIPANT OF THE POINTS PROGRAM) AGREES THAT NEITHER FIS NOR EVERBANK WILL BE LIABLE FOR, AND YOU RELEASE, DISCHARGE AND HOLD HARMLESS FIS AND EVERBANK AND ANYONE WHO ACTED ON BEHALF OF FIS OR EVERBANK FROM ANY AND ALL CLAIMS OF ANY SORT, TYPE, KIND OR NATURE THAT A PARTICIPANT MAY HAVE AGAINST FIS OR EVERBANK, ARISING OUT OF OR IN ANY WAY RELATING TO PARTICIPATION IN THE POINTS PROGRAM OR THE REWARDS—INCLUDING (BUT NOT LIMITED TO) CLAIMS FOR OR DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ACCIDENT, SICKNESS, DELAY, CANCELLATION, POSTPONEMENT, INCONVENIENCE, PENALTY, REFUND OR OTHER IRREGULARITIES THAT MAY OCCUR OR THAT MAY BE CAUSED BY ANY PROVIDER OF SERVICES OR REWARDS OR ANY PERSON NOT UNDER THE DIRECT SUPERVISION AND CONTROL OF FIS OR EVERBANK.

1.1.8. FIS and/or EverBank reserve the right to interpret the Points Program Agreement and policies and will be the final authority on Point credits, Cash Reward credits, and Reward qualifications.

## 1.2. GENERAL TERMS FOR THE POINTS REWARDS PROGRAM AGREEMENT

### 1.2.1. DEFINITIONS AND MEANINGS

1.2.1.1. "Account" and "Card Account" means the credit card account issued by EverBank. If we issue an Account for personal, family, or household purposes (a "Consumer Account") it is held by an individual or jointly by two or more individuals. If we issue an Account for business purposes (meaning not for personal, family or household purposes, a "Business Account") it is held by the Business. Unless stated otherwise, when we use the term "Account" in this Points Program Agreement we mean both Consumer Accounts and Business Accounts.

1.2.1.2. "Bonus Points" shall have the meaning given in section 1.4.2. of this Points Program Agreement.

1.2.1.3. "Bonus Point Conditions" shall have the meaning given in section 1.4.2. of this Points Program Agreement.

1.2.1.4. "Business" means any party that opens a Business Account with EverBank.

1.2.1.5. "Card" means an access device issued by EverBank to access and initiate transactions on an Account.

1.2.1.6. "Cardholder" means any individual that has been issued a Card. In the case of Business Accounts the Business will designate certain of its employees to be Cardholders.

1.2.1.7. **“Cardholder Agreement”** means an agreement between EverBank and a Cardholder that governs a Cardholder’s use of the Card and his/her access to and use of the Account. For Consumer Accounts, this means the EverBank Cardmember Agreement for the Account. For Business Accounts, this means the Commercial Card Program Agreement, and for each Business Account Cardholder, the Commercial Cardholder Agreement.

1.2.1.8. **“Cash Rewards”** has the meaning given in section 1.1 of this Points Program Agreement.

1.2.1.9. **“Eligible Bonus Purchases”** has the meaning given in section 1.4.3.3.

1.2.1.10. **“Eligible Purchases”** means transactions for the purchase of goods and services at Visa or MasterCard merchant locations with a Card by which Points may be earned, but excluding the following:

- **ATM Withdrawals.** Cash advances made through ATMs withdrawals, except as otherwise permitted in special promotional offers.
- **Fees.** Any fees and Card-related charges posted to an Account, including (but not limited to) annual fees, ATM fees, balance transfer fees, cash advance fees, over-the-limit fees, foreign currency fees and other Account usage fees as outlined in the applicable Cardholder Agreement or this Points Program Agreement.
- **Gaming Related Transactions.** Any legal or illegal gaming-related transactions, including without limitation, the purchase of gambling chips, off-track wagers or lottery ticket transactions.
- **Illegal Transactions.** Any transaction that would violate any federal, state or local law.
- **Tax Payments.** Any municipal, state or federal tax payments made using a Card, other than the amount of sales tax charged on Eligible Purchases.
- **Unauthorized Transactions.** Any transactions made using a Card that are later disputed by a Cardholder as unauthorized.

1.2.1.11. **“Enrollment Date”** means the date on which a Participant enrolls in the Points Program.

1.2.1.12. **“Good Standing”** means an Account that is not closed, delinquent or otherwise in default under the terms of the applicable Cardholder Agreement and that is otherwise available for use as a payment method.

1.2.1.13. **“Participant”** means a Cardholder (in the case of Consumer Accounts and for Businesses that have elected the Individual Bill Option) or a Business (for Businesses that have elected the Corporate Bill Option) that has enrolled in the Points Program in accordance with the terms of section 1.3. of this Points Program Agreement.

1.2.1.14. **“Participating Retailer”** are those retailers identified as Participating Retailers in ScoreCard’s ScoreMore Program, which may be accessed at [everbank.com/rewards](http://everbank.com/rewards).

1.2.1.15. **“Points”** means a numeric figure representing a value of Eligible Purchases or Eligible Bonus Purchases that may be redeemed by a Participant for Rewards. Except as otherwise stated in this Points Program Agreement, all references to Points include Bonus Points.

1.2.1.16. **“Reward(s)”** means items, goods, or services listed in the Scorecard® Online Catalog that a Participant may acquire in exchange for Points or Cash Rewards, if applicable.

1.2.1.17. **“Rewards Account”** means an area accessible from our website from which a Participant can access information about participation in the Points Program, including Participant’s current Points.

1.2.1.18. **“Reward Providers”** are any entity or individual that provides a Reward, including, without limitation, EverBank, its subsidiaries and any other third-party providers of Rewards.

1.2.1.19. **“Total Points”** shall mean the sum of your Points and any Bonus Points earned, less any adjustments that we may make from time to time.

## 1.3. ENROLLMENT

### 1.3.1. CONSUMER ACCOUNTS

Consumer Cardholders may enroll online when applying for an Account, or by calling the toll-free number on the back of the Card. If a Consumer Account is held jointly by two or more Cardholders, then any one Cardholder may enroll in the Points Program. If any one Cardholder on a jointly held Consumer Account enrolls in the Points Program all joint Cardholders will be considered Participants in the Points Program and bound to the terms of this Points Program Agreement.

### 1.3.2. BUSINESS ACCOUNTS

Business enrollment in the Points Program is determined by whether the Business selected the **“Individual Bill Option”** or the **“Corporate Bill Option”** for the receipt of a periodic statement associated with the Business Account. Under the Individual Bill Option each Cardholder will be issued a sub-account that represents a portion of the total credit limited extended to the Business (the **“Sub-Account”**) and receive a periodic statement listing his/her transactions made with the Card issued to him/her. In this instance, each Cardholder has the option to individually enroll in the Points Program (or the EverBank Cash Rewards Program that is subject to a separate agreement). Those Cardholders that enroll in the Points Program enroll will be considered Participants in the Points Program, and will be able to individually earn and redeem Points or under the terms of this Points Rewards Program Agreement. If the Business selects the Corporate Bill Option then the Business will receive a single master periodic statement listing the transactions made by all Cardholders designated by the Business. In this instance, the Business has the option to enroll in the Points Program (or the EverBank Cash Rewards Program that is subject to a separate agreement). If the Business enrolls in the Points Program it will be considered a Participant in the Points Program, and the Business will earn and redeem Points under the terms of this Points Program Agreement.

## 1.4. POINTS

### 1.4.1. EARNING POINTS OTHER THAN BONUS POINTS

For Points other than Bonus Points, Participants will earn one Point for every one U.S. dollar (\$1) in Eligible Purchases (other than Eligible Bonus Purchases) made using a Card, rounded up or down to the nearest dollar. If the Participant is a Business the Participant will earn one Point for every one U.S. dollar (\$1) in Eligible Purchases (other than Eligible Bonus Purchases) made by each Cardholder using his/her Card.

### 1.4.2. RULES APPLICABLE TO ALL POINTS (INCLUDING BONUS POINTS)

1.4.2.1. If you subsequently return an item or receive a refund on an Eligible Purchase or Eligible Bonus Purchase, we will reduce your number of Points by the amount of cash or credit you receive for the return or refund, which may result in negative Points if returns or credits exceed Eligible Purchases or Eligible Bonus Purchases, as applicable. Points may not be purchased.

1.4.2.2. Points may be earned only if a Participant’s Account is in Good Standing. If the Account is closed for any reason all Points that were accumulated but unused will be cancelled immediately. Your Account must be in Good Standing at the time your Card transaction is received for processing for an Eligible Purchase or Eligible Bonus Purchase. We reserve the right to suspend your participation in the Points Program until the Account is in Good Standing.

1.4.2.3. Point accrual will begin upon Enrollment Date.

1.4.2.4. The number of Points a Participant can earn in a calendar year is unlimited.

1.4.2.5. After registration, Participants will be sent a monthly statement indicating the number of Points earned in the previous month. EverBank.com/rewards is the Scorecard website where Participants can view the current Rewards Account Point balance.

1.4.2.6. Points will not expire, but will be cancelled if EverBank or FIS exercise the right to terminate the Points Program or your Account is closed. Points are not considered a Participant's property and are generally not transferable upon death, dissolution, or bankruptcy, or as part of a legal settlement, or domestic relations issue.

#### 1.4.3. EARNING BONUS POINTS FROM PARTICIPATING RETAILERS

1.4.3.1. Unless otherwise indicated, all terms of this Points Program Agreement apply to earning of Bonus Points.

1.4.3.2. Participants will earn Bonus Points by making Eligible Bonus Purchases at Participating Retailers named in ScoreCard's ScoreMore program at everbank.com/rewards. The number of Bonus Points for each one U.S. dollar (\$) in Eligible Bonus Purchases is specified in ScoreCard's ScoreMore program.

1.4.3.3. An Eligible Bonus Purchase means an Eligible Purchase as defined above with the additional condition that the purchase transaction with the Participating Retailer meets any additional conditions or qualifications of the Participating Retailer as disclosed in the offer on the ScoreMore web pages.

1.4.3.4. Bonus Points for Eligible Bonus Purchases in-store are typically awarded within seven (7) days of transaction posting. Bonus Points for Eligible Bonus Purchases online are typically awarded within thirty (30) days of transaction posting. Awarding of Bonus Points for some offers may require additional processing time. Bonus Points for travel offers are awarded when travel is completed.

1.4.3.5. Participating Retailers and offers are subject to cancellation, removal, or change at any time, without notice, even if such a change impacts your ability to qualify for Bonus Point earnings. Awarding of Bonus Points for Eligible Bonus Purchases is subject to the continuing participation of Participating Retailers, and is subject to change at any time, without notice to you. You may access details of Participating Retailers on everbank.com/rewards.

1.4.3.6. Online purchases may be considered eligible for Bonus Point earnings only when the Participating Retailer site is accessed via the link displayed on ScoreMore, accessed through everbank.com/rewards. Online purchases made by directly navigating to the Participating Retailer site do not qualify for Bonus Point earnings but may earn standard Points if the purchase otherwise is an Eligible Purchase.

1.4.3.7. Taxes, fees, and shipping/handling charges may not be considered part of an Eligible Bonus Purchase and, therefore, may not earn Bonus Points.

1.4.3.8. No other offers, coupons or discount codes, other than those offered by ScoreMore, may be used in conjunction with an Eligible Bonus Purchase for Bonus Points.

1.4.3.9. Once awarded, ScoreMore Bonus Points are automatically added to your Points balance and subject to the Points Program Agreement and redemption options as outlined in this Points Program Agreement.

1.4.3.10. Returns are subject to the return policy of the Participating Retailer from which you made your purchase. If you return or cancel an item, Bonus Points are also reversed from that sale. To ensure continued eligibility for Bonus Point earnings, return your purchase with the Participating Retailer. You then may use your Bonus Points for other Eligible Purchases or Eligible Bonus Purchases.

1.4.3.11. Exchanges also make the original purchase ineligible for Bonus Points, because when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. To ensure continued eligibility for Bonus Point earnings, return your purchase with the Participating Retailer and then make a new Eligible Bonus Purchase.

1.4.3.12. Please contact 1.800.854.0790 if you do not receive your Bonus Points for an Eligible Bonus Purchase within thirty (30) days. Any ability to claim non-receipt of Bonus Points for an Eligible Bonus Purchase is considered waived by you if your claim is not received within ninety (90) days of the Eligible Bonus Purchase.

#### 1.4.4. REDEEMING POINTS

1.4.4.1. Your Rewards Account will list your Total Points. Points will be credited to your Rewards Account and may be redeemed by any Participant regardless of which Participant made the Eligible Purchase or Eligible Bonus Purchase in question.

1.4.4.2. Points may be redeemed for a variety of Rewards, including Cash Rewards. Point redemption levels required to acquire Rewards may be found in the Scorecard Online Catalog and are subject to change at any time without notice.

1.4.4.3. Points can be redeemed for Cash Rewards by going to everbank.com/rewards. Cash Rewards are applied to your Card Account as a statement credit, which will reduce your monthly balance but does not count as a payment. **You must continue to make your minimum monthly payment shown on your billing statement.**

1.4.4.4. Accounts must be in Good Standing for Participants to redeem Points. To redeem Points, Participants should visit the website at everbank.com/rewards to select a Reward, or call the Scorecard Redemption Center at 1.800.854.0790 for all redemption inquiries and orders. Hours of operation are 24 hours a day, 7 days a week excluding federal holidays.

1.4.4.5. Your merchandise Reward will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing your order. Shipments cannot be made to a post office box. If you have an APO, U.S. eligible territory or international address, please contact ScoreCard Award Headquarters, at 1.800.854.0790, for details regarding merchandise options and shipments before ordering.

1.4.4.6. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. A merchandise Reward received damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward.

1.4.4.7. Applicable manufacturers', third party service providers, or Rewards Providers' warranties, if any, will be included with your Reward. Warranty claims must be directed to the manufacturer, third party service provider or Reward Provider, as applicable. EverBank and FIS do not provide any warranties with respect Rewards.

1.4.4.8. All Rewards are subject to availability. Reward items may be discontinued or withdrawn at any time without notice. Should a Reward item be discontinued after you select it for redemption, it will be replaced with an item of approximately equal value or the Participant will be advised of its unavailability so that an alternate selection may be made or your Points may be returned to your Account.

**1.4.4.9.** Reward items have no cash value, are not refundable, exchangeable, combinable, may not be resold, have no residual or partial value, are subject to substitution and replacement without notice, and are void where prohibited by law. Rewards may include (but are not limited to) products, certificates, or gift cards.

#### **1.4.5. USING POINTS FOR TRAVEL**

Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Reward will usually be delivered within 4-6 weeks of processing your order but is not guaranteed. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay any associated additional delivery fees before shipment. You are responsible for any airline security fees and any surcharges or additional fees that may be imposed by the airlines or aviation authority and you must pay them by permissible credit card at the time of the reservation booking. Travel rewards can be redeemed by going to [everbank.com/rewards](http://everbank.com/rewards) or calling 1.855.483.5005, 8 am to 12 am ET, 7 days a week, excluding holidays.

#### **1.4.6. MERCHANDISE AND GIFT CERTIFICATE/GIFT CARD REWARDS**

**1.4.6.1.** Merchandise Reward items can only be exchanged in the event that the item arrives in defective or damaged condition. BE SURE TO NOTE ANY EXCEPTIONS, DAMAGES, OR SHORTAGES ON THE DELIVERY RECEIPT BEFORE SIGNING TO ACCEPT GIFT/FREIGHT SHIPMENT. Instructions on how to return defective or damaged Reward items are included with your Reward. If you need additional information, please call 1.800.854.0790. Reward items may only be returned within 30 days of receipt.

**1.4.6.2.** Neither FIS nor EverBank are responsible for lost or stolen correspondence, documents, or gift certificates or gift cards.

**1.4.6.3.** EverBank and Rewards Providers are not responsible for replacing lost, stolen, or expired gift certificates/cards. Gift certificates and gift cards are subject to specific rules as defined on the gift certificate or provided with the gift card and sponsoring company and include expiration dates. Your use of any gift certificate or gift card will be subject to restrictions as listed on the certificate or provided with the gift card.

**1.4.6.4.** Rewards cannot be returned, exchanged, refunded or replaced by cash, points or other rewards. Gift certificates and gift cards are not redeemable for cash or credit under any circumstances, and have charges for non use and non activation.

**1.4.6.5.** Participants have sole responsibility for any charges over and above the stated value of a gift card or gift certificate chosen as a Reward through the Points Program.

### **1.5. REPRESENTATIONS AND WARRANTIES**

**1.5.1.** Neither EverBank nor any Reward Providers make any warranties:

1. With regard to any Rewards obtained by Participants through the Points Program or through any Reward Provider.
2. That the Points Program or any Rewards provided thereunder will meet Participant's requirements.
3. That the Points Program and any Rewards provided thereunder will be uninterrupted, timely, free of errors or without defects.
4. As to the results a Participant may obtain by participating in the Points Program.
5. As to the accuracy or reliability of any information obtained via participation in the Points Program.

**1.5.2.** EverBank will not be liable or responsible for those performances, guarantees, warranties and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Reward Provider.

**1.5.3.** No advice or information, whether oral or written, obtained by a Participant from EverBank or via the Points Program shall create any warranty not expressly made herein.

### **1.6. AUDITS AND DISQUALIFICATION**

EverBank reserves the right to audit any and all Participant Rewards Accounts at any time for compliance with this Points Program Agreement, without notice to the Participant. If an audit reveals discrepancies, the processing of Reward redemption requests may be delayed pending completion of the audit. EverBank reserves the right to change Point or Cash Reward totals without notification if an audit reveals inaccuracies.

### **1.7. CHANGES/TERMINATION**

EverBank may modify, delete from, or terminate this Points Program Agreement, the Points Program, the Program rules, processes, regulations, and Rewards, and special offers at any time, with or without notice. For purpose of example only, without intending to limit any right to modify, delete from, or terminate the Points Program, EverBank may:

- change the amount of Points earned for Eligible Purchases, including Eligible Bonus Purchases;
- change the number of Points required to redeem for Rewards (including Cash Rewards);
- impose caps and/or fees on Points earnings and/or on redeeming Points;
- change the list of Rewards available; or
- cancel the Points Program without notice.

### **1.8. GOVERNING LAW AND RULES**

**1.8.1.** The Points Program shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Florida. If any part of the Points Program is inconsistent with or in violation of federal or Florida law, that part shall be modified only to the extent of the inconsistency and the remainder of the Points Program shall remain in force. All provisions of this agreement are valid, enforceable and applicable in New Jersey.

**1.8.2.** To the extent the Points Program is deemed by Visa USA Inc. to be inconsistent with Visa Association bylaws or rules, it shall be modified accordingly, and only to the extent of the inconsistency and the remainder of the Points Program shall remain in force.

## 2.0. EVERBANK CASH REWARDS PROGRAM TERMS AND CONDITIONS

### 2.1. GENERAL

These Cash Rewards Program Terms and Conditions (the “Cash Program Agreement”) govern the EverBank Cash Rewards Program (also referred to as the “Program”). The Cash Rewards Program enables Participants to earn Cash Rewards and Bonus Cash Rewards. When used in this Cash Rewards Program Agreement, the terms “we”, “us”, and “our” refer to EverBank; the terms “you” and “your” refer to the Participant. Other defined terms used in this Agreement are set forth in section 2.2.1 below.

You may enroll in either this Cash Rewards Program or the EverBank Points Rewards Program, but you may enroll in only one of these two programs for a specific Card Account. This Cash Rewards Program Agreement governs only the Cash Rewards Program. As explained in more detail below, you may earn Cash Rewards by using your Card to make Eligible Purchases, and Bonus Cash Rewards by making Eligible Bonus Purchases. The number of Cash Rewards or Bonus Cash Rewards earned are based on the dollar value of the Eligible Purchase or Eligible Bonus Purchase. Not all amounts charged to your Card will count as Eligible Purchases or Eligible Bonus Purchases. The foregoing is only a broad overview. The details of the Cash Rewards Program are below.

EverBank issues and administers all Cards and associated Accounts. FIS manages and administers the Cash Rewards Program. FIS and EverBank are not affiliates. If you enroll in the Cash Rewards Program, this Cash Rewards Program Agreement is incorporated into and part of the Cardholder Agreement governing your Account. If a discrepancy or inconsistency were determined to exist between the terms and conditions and other provisions of this Cash Rewards Program Agreement and the terms, conditions and other provisions of the Cardholder Agreement, then this Cash Rewards Program Agreement shall control with respect to the Cash Rewards Program, but only to the extent necessary to address the discrepancy or inconsistency.

Please review this Cash Rewards Program Agreement carefully. Participants enrolling in this Cash Rewards Program agree to be bound by the terms of this Cash Rewards Program Agreement, and any subsequent amendments thereto.

2.1.1. The Program is offered at the sole discretion of FIS and EverBank. THEY EACH RESERVE THE RIGHT TO CHANGE THESE RULES AT ANY TIME, FOR ANY REASON, AND WITHOUT NOTICE, AND THIS INCLUDES THE RIGHT TO SUSPEND OR END THE PROGRAM, CANCEL OUTSTANDING CASH REWARDS, OR CHANGE REDEMPTION OF OUTSTANDING CASH REWARDS, EXCEPT AS LIMITED BY LAW. NEITHER FIS NOR EVERBANK ASSUME ANY LIABILITY WHATSOEVER FOR THESE CHANGES.

2.1.2. Your Card Account may be subject to fees and charges in accordance with your applicable Cardholder Agreement.

2.1.3. In the event of Participant fraud, abuse of the Program privileges, or violation of the Cash Rewards Program Agreement (for example, any attempt to sell, exchange, manufacture or transfer Cash Rewards or any instrument exchangeable for Cash Rewards), FIS and EverBank each reserves the right to remove Participant from the Cash Rewards Program and to cancel any Cash Rewards acquired through any of the foregoing misconduct.

2.1.4. Participants are responsible for any tax liability related to participation in the Cash Rewards Program, including as a result of Cash Rewards earned or redeemed, and the receipt and use of any Cash Rewards acquired through the Cash Rewards Program.

2.1.5. The Program is void where prohibited by law.

2.1.6. EverBank is not responsible for managing or administering the Cash Rewards Program or providing services under the Program. EverBank will not be responsible for errors or omissions in any Program document. EVERBANK WILL NOT HAVE ANY LIABILITY TO ANY PARTICIPANT OR ANY OTHER CARDHOLDER ARISING FROM, OR RELATED TO, CASH REWARDS.

2.1.7. EACH PARTICIPANT (AND ANY OTHER PARTICIPANT OF THE PROGRAM) AGREES THAT NEITHER FIS NOR EVERBANK WILL BE LIABLE FOR, AND YOU RELEASE, DISCHARGE AND HOLD HARMLESS FIS AND EVERBANK AND ANYONE WHO ACTED ON BEHALF OF FIS OR EVERBANK FROM ANY AND ALL CLAIMS OF ANY SORT, TYPE, KIND OR NATURE THAT A PARTICIPANT MAY HAVE AGAINST FIS OR EVERBANK, ARISING OUT OF OR IN ANY WAY RELATING TO PARTICIPATION IN THE CASH REWARDS PROGRAM OR CASH REWARDS—INCLUDING (BUT NOT LIMITED TO) CLAIMS FOR OR DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ACCIDENT, SICKNESS, DELAY, CANCELLATION, POSTPONEMENT, INCONVENIENCE, PENALTY, REFUND OR OTHER IRREGULARITIES THAT MAY OCCUR OR THAT MAY BE CAUSED BY ANY PROVIDER OF SERVICES OR REWARDS OR ANY PERSON NOT UNDER THE DIRECT SUPERVISION AND CONTROL OF FIS OR EVERBANK.

2.1.8. FIS and/or EverBank reserve the right to interpret the Cash Rewards Program Agreement and policies and will be the final authority on Cash Reward credits and Cash Reward qualifications.

### 2.2. GENERAL TERMS FOR THE CASH REWARDS PROGRAM AGREEMENT

#### 2.2.1. DEFINITIONS AND MEANINGS

2.2.1.1. “Account” and “Card Account” means the credit card account issued by EverBank. If we issue an Account for personal, family, or household purposes (a “Consumer Account”) it is held by an individual or jointly by two or more individuals. If we issue an Account for business purposes (meaning not for personal, family or household purposes, a “Business Account”) it is held by the Business. Unless stated otherwise, when we use the term “Account” in this Cash Rewards Program Agreement we mean both Consumer Accounts and Business Accounts.

2.2.1.2. “Bonus Cash Rewards” shall have the meaning given in section 2.4.2. of this Cash Rewards Program Agreement.

2.2.1.3. “Bonus Cash Rewards Conditions” shall have the meaning given in section 2.4.2. of this Cash Rewards Program Agreement.

2.2.1.4. “Business” means any party that opens a Business Account with EverBank.

2.2.1.5. “Card” means an access device issued by EverBank to access and initiate transactions on an Account.

2.2.1.6. “Cardholder” means any individual that has been issued a Card. In the case of Business Accounts the Business will designate certain of its employees to be Cardholders.

2.2.1.7. “Cardholder Agreement” means the agreement between EverBank and a Cardholder that governs a Cardholder’s use of the Card and his/her access to and use of the Account. For Consumer Accounts, this means the EverBank Cardmember Agreement for the Account. For Business Accounts, this means the Commercial Card Program Agreement, and for each Business Account Cardholder, the Commercial Cardholder Agreement.

2.2.1.8. “Cash Rewards” means a numeric figure representing a value of Eligible Purchases which may be redeemed by a Participant for Cash Rewards.

2.2.1.9. “Eligible Bonus Purchases” has the meaning given in section 2.4.3.3.

2.2.1.10. “Eligible Purchases” means transactions for the purchase of goods and services at Visa or MasterCard merchant locations with a Card by which Cash Rewards may be earned, but excluding the following:

- **ATM Withdrawals.** Cash advances made through ATMs withdrawals, except as otherwise permitted in special promotional offers.
- **Fees.** Any fees and Card-related charges posted to an Account, including [but not limited to] annual fees, ATM fees, balance transfer fees, cash advance fees, over-the-limit fees, foreign currency fees, and other Account usage fees as outlined in the applicable Cardholder Agreement or this Cash Rewards Program Agreement.
- **Gaming Related Transactions.** Any legal or illegal gaming-related transactions, including without limitation, the purchase of gambling chips, off-track wagers or lottery ticket transactions.
- **Illegal Transactions.** Any transaction that would violate any federal, state or local law.
- **Tax Payments.** Any municipal, state or federal tax payments made using a Card, other than the amount of sales tax charged on Eligible Purchases.
- **Unauthorized Transactions.** Any transactions made using a Card that are later disputed by a Cardholder as unauthorized.

2.2.1.11. **“Enrollment Date”** means the date on which a Participant enrolls in the Program.

2.2.1.12. **“Good Standing”** means an Account that is not closed, delinquent or otherwise in default under the terms of the applicable Cardholder Agreement and that is otherwise available for use as a payment method.

2.2.1.13. **“Participant”** means a Cardholder (in the case of Consumer Accounts and for Businesses that have elected the Individual Bill Option) or a Business (for Businesses that have elected the Corporate Bill Option) that has enrolled in the Program in accordance with the terms of section 2.3. of this Cash Rewards Program Agreement.

2.2.1.14. **“Participating Retailer”** are those retailers identified as Participating Retailers in ScoreCard’s ScoreMore Program, which may be accessed at [everbank.com/cashrewards](http://everbank.com/cashrewards).

2.2.1.15. **“Reward(s)”** means Cash Rewards.

2.2.1.16. **“Rewards Account”** means an area accessible from our website from which a Participant can access information about participation in the Program, including Participant’s current Cash Rewards balance.

2.2.1.17. **“Total Cash Rewards”** shall mean the sum of your Cash Rewards and any Bonus Cash Rewards earned, less any adjustments that we may make from time to time.

## 2.3. ENROLLMENT

### 2.3.1. CONSUMER ACCOUNTS

Consumer Cardholders may enroll online when applying for the Account, or by calling the toll-free number on the back of the Card. If a Consumer Account is held jointly by two or more Cardholders, then any one Cardholder may enroll in the Cash Rewards Program. If any one Cardholder on a jointly held Consumer Account enrolls in the Cash Rewards Program all joint Cardholders will be considered Participants in the Program and bound to the terms of this Cash Rewards Program Agreement.

### 2.3.2. BUSINESS ACCOUNTS

Business enrollment in the Program is determined by whether the Business selected the **“Individual Bill Option”** or the **“Corporate Bill Option”** for the receipt of a periodic statement associated with the Business Account. Under the Individual Bill Option each Cardholder will be issued a sub-account that represents a portion of the total credit limited extended to the Business (the **“Sub-Account”**) and receive a periodic statement listing his/her transactions made with the Card issued to him/her. In this instance, each Cardholder has the option to individually enroll in the Program. Those Cardholders that enroll will be considered Participants in the Cash Program, and will be able to individually earn and redeem Cash Rewards under the terms of this Cash Rewards Program Agreement. If the Business selects the Corporate Bill Option then the Business will receive a single master periodic statement listing the transactions made by all Cardholders designated by the Business. In this instance, the Business has the option to enroll in the Program. If the Business enrolls it will be considered a Participant in the Program, and the Business will earn and redeem Cash Rewards under the terms of this Cash Rewards Program Agreement.

## 2.4. CASH REWARDS

### 2.4.1. EARNING CASH REWARDS OTHER THAN BONUS CASH REWARDS

For Cash Rewards other than Bonus Cash Rewards, Participants will earn 1% Cash Reward for every one U.S. dollar (\$1) in Eligible Purchases (other than Eligible Bonus Cash Rewards) made using a Card. This means that you will earn \$0.01 for every one U.S. dollar in Eligible Purchases. If the Participant is a Business the Participant will earn 1% Cash Reward for every one U.S. dollar (\$1) in Eligible Purchases made by each Cardholder using his/her Card.

### 2.4.2. RULES APPLICABLE TO ALL CASH REWARDS (INCLUDING BONUS CASH REWARDS)

3.4.2.1. If you subsequently return an item or receive a refund on an Eligible Purchase, we will reduce your number of Cash Rewards by the amount of cash or credit you receive for the return or refund, which may result in negative Cash Rewards if returns or credits exceed Eligible Purchases or Eligible Bonus Purchases as applicable. Cash Rewards may not be purchased.

2.4.2.2. Cash Rewards may be earned only if a Participant’s Account is in Good Standing. If the Account is closed for any reason all Cash Rewards that were accumulated but unused will be cancelled immediately. Your Account must be in Good Standing at the time your Card transaction is received for processing for an Eligible Purchase or Eligible Bonus Purchase. We reserve the right to suspend your participation in the Cash Rewards Program until the Account is in Good Standing.

2.4.2.3. Cash Rewards accrual will begin upon Enrollment Date.

2.4.2.4. The number of Cash Rewards a Participant can earn in a calendar year is unlimited.

2.4.2.5. After registration, Participants will be sent a monthly statement indicating the number of Cash Rewards earned in the previous month. [Everbank.com/cashrewards](http://Everbank.com/cashrewards) is the Scorecard website, where Participants can view current Rewards Account Cash Rewards balance.

2.4.2.6. Cash Rewards will not expire, but will be cancelled if EverBank or FIS exercise the right to terminate the Cash Rewards Program or your Account is closed. Cash Rewards are not considered a Participant’s property and are generally not transferable upon death, dissolution, or bankruptcy, or as part of a legal settlement, or domestic relations issue.

### 2.4.3. EARNING BONUS CASH REWARDS FROM PARTICIPATING RETAILERS

2.4.3.1. Unless otherwise indicated, all terms of the Cash Rewards Program Agreement apply to the earning of Bonus Cash Rewards.

2.4.3.2. Participants will earn Bonus Cash Rewards by making Eligible Bonus Purchases at Participating Retailers named in ScoreCard’s ScoreMore program at [everbank.com/cashrewards](http://everbank.com/cashrewards). The number of Bonus Cash Rewards for each U.S. dollar (\$1) in Eligible Bonus Purchases is specified in ScoreCard’s ScoreMore program.

**2.4.3.3.** An Eligible Bonus Purchase means an Eligible Purchase as defined above with the additional condition that the purchase transaction with the Participating Retailer meets any additional conditions or qualifications of the Participating Retailer as disclosed in the offer on the ScoreMore web pages.

**2.4.3.4.** ScoreMore Cash Rewards for Eligible Bonus Purchases in-store are typically awarded within seven (7) days of transaction posting. Bonus Cash Rewards for Eligible Bonus Purchases online are typically awarded within thirty (30) days of transaction posting. Awarding of Bonus Cash Rewards for some offers may require additional processing time.

**2.4.3.5.** Participating Retailers and offers are subject to cancellation, removal, or change at any time, without notice, even if such a change impacts your ability to qualify for Bonus Cash Reward earnings. Awarding of Bonus Cash Rewards for Eligible Bonus Purchases is subject to the continuing participation of Participating Retailers, and is subject to change at any time, without notice to you. You may access details of Participating Retailers on [everbank.com/cashrewards](http://everbank.com/cashrewards).

**2.4.3.6.** Online purchases may be considered eligible for Bonus Cash Rewards earnings only when the Participating Retailer site is accessed via the link displayed on ScoreMore, accessed through [everbank.com/cashrewards](http://everbank.com/cashrewards). Online purchases made by directly navigating to the Participating Retailer site do not qualify for Bonus Cash Rewards earnings but may earn standard Cash Rewards if the purchase otherwise is an Eligible Purchase.

**2.4.3.7.** Taxes, fees, and shipping/handling charges may not be considered part of an Eligible Bonus Purchase and, therefore, may not earn Bonus Cash Rewards.

**2.4.3.8.** No other offers, coupons or discount codes, other than those offered by ScoreMore, may be used in conjunction with an Eligible Bonus Purchase for Bonus Cash Rewards.

**2.4.3.9.** Once awarded, ScoreMore Bonus Cash Rewards are automatically added to your Cash Rewards balance and subject to the Cash Rewards Program Agreement and redemption options as outlined in this Cash Rewards Program Agreement.

**2.4.3.10.** Returns are subject to the return policy of the Participating Retailer from which you made your purchase. If you return or cancel an item, Bonus Cash Rewards are also reversed from that sale. To ensure continued eligibility for Bonus Cash Rewards earnings, return your purchase with the Participating Retailer and then make a new Eligible Purchase or Eligible Bonus Purchase.

**2.4.3.11.** Exchanges also make purchases ineligible for Bonus Cash Rewards, because when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. To ensure continued eligibility for Bonus Cash Rewards earnings, return your purchase with the Participating Retailer and then make a new Eligible Purchase or Eligible Bonus Purchase.

**2.4.3.12.** Please contact 1.800.854.0790 if you do not receive your Bonus Cash Rewards for an Eligible Bonus Purchase within thirty (30) days. Any ability to claim non-receipt of Bonus Cash Rewards for an Eligible Bonus Purchase is considered waived by you if not received by within ninety (90) days of the Eligible Bonus Purchase.

#### **2.4.4. REDEEMING CASH REWARDS**

**2.4.4.1.** Your Rewards Account will list your total Cash Rewards. The funds from your Cash Rewards will be credited to your Card Account monthly unless one of the following applies. The Cash Rewards will not be automatically credited to your Account at the end of the month if you either (a) manually redeem the Cash Rewards for a credit to the Account, or (b) direct the funds to be credited to an account with another financial institution. You must take either of these actions before the funds are automatically credited to your Card Account. Manually redeeming the Cash Rewards for credit to your Account will cause the Cash Rewards to be credited sooner than if you waited for the automatic credit. When Cash Reward funds are credited to your Card Account, whether done manually by you or automatically by us, they are posted as a statement credit and not a payment. **You must continue to make your minimum monthly payment shown on your billing statement.**

To manually redeem your Cash Rewards as a credit to your Card Account or as a deposit to an account at another financial institution, visit the website [everbank.com/cashrewards](http://everbank.com/cashrewards) and follow instructions for manual redemption. Please check with your financial institution to make sure they will accept electronic (ACH) deposits before redeeming your Cash Rewards for deposit into an account other than at EverBank. Your deposit will be sent within five business days. If your electronic transfer is rejected, your Cash Rewards will be returned to your Rewards Account and we will notify you at the email address listed on your Rewards Account.

## **2.5. REPRESENTATIONS AND WARRANTIES**

**2.5.1.** Neither we nor FIS make any warranties:

1. That the Cash Rewards Program and any Cash Rewards provided thereunder will be uninterrupted, timely, free of errors or without defects.
2. As to the results a Participant may obtain by participating in the Program.
3. As to the accuracy or reliability of any information obtained via participation in the Program.

**2.5.2.** EverBank will not be liable or responsible for those performances, guarantees, warranties and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Reward Provider.

**2.5.3.** No advice or information, whether oral or written, obtained by a Participant from EverBank or via the Program shall create any warranty not expressly made herein.

## **2.6. AUDITS AND DISQUALIFICATION**

EverBank reserves the right to audit any and all Participant Rewards Accounts at any time for compliance with this Cash Rewards Program Agreement, without notice to the Participant. If an audit reveals discrepancies, the processing of Reward redemption requests may be delayed pending completion of the audit. EverBank reserves the right to change Cash Reward totals without notification if an audit reveals inaccuracies.

## **2.7. CHANGES/TERMINATION**

EverBank may modify, delete from, or terminate this Cash Rewards Program Agreement, the Cash Rewards Program, processes, regulations, and Cash Rewards, and special offers at any time, with or without notice. For purpose of example only, without intending to limit any right to modify, delete from, or terminate the Program, EverBank may:

- change the amount of Cash Rewards earned for Eligible Purchases, including Eligible Bonus Purchases;
- impose caps and/or fees on Cash Rewards earnings and/or on redeeming Cash Rewards; or
- cancel the Cash Rewards Program without notice.

## 2.8. GOVERNING LAW AND RULES

2.8.1. The Program shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Florida. If any part of the Program is inconsistent with or in violation of federal or Florida law, that part shall be modified only to the extent of the inconsistency and the remainder of the Program shall remain in force. All provisions of this agreement are valid, enforceable and applicable in New Jersey.

2.8.2. To the extent the Program is deemed by Visa USA Inc. to be inconsistent with Visa Association bylaws or rules, it shall be modified accordingly, and only to the extent of the inconsistency and the remainder of the Program shall remain in force.

