

EVERCARD® VISA PLATINUM® TERMS AND CONDITIONS BOOKLET

Terms and Conditions for EverCard Visa Platinum Accounts, including
Points Rewards Program and Cash Rewards Program

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EVERCARD VISA PLATINUM TERMS AND CONDITIONS BOOKLET

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1.0. EVERCARD® VISA PLATINUM® TERMS AND CONDITIONS

1.1. GENERAL

This Platinum Card Cardmember Agreement ("Agreement") governs the terms of your EverCard Visa Platinum Account ("Account") issued through EverBank ("EverBank"). Please read this Agreement carefully, and keep it with your records regarding your Account. This agreement incorporates by reference:

- your card carrier,
- your Rates and Fees Chart,
- any change in terms that may occur from time to time, and
- any other documents or information provided to you regarding the terms and conditions applicable to your Account, each as may be amended from time to time.

1.2. ADDITIONAL SERVICES

You may enroll in additional services to supplement and enhance the use of your Account. These services may have additional terms and conditions governing their use. The terms and conditions for the EverBank Points Rewards Program and the EverBank Cash Rewards Program (each referred to here as the "Rewards Program") are included at the end of this Agreement. The terms and conditions for the applicable Rewards Program will apply if you enroll for such program. If you enroll in the Verified by Visa Program ("Verified by Visa"), we will provide or otherwise make available to you the terms and conditions of that service. If you enroll in either Rewards Program or the Verified by Visa program, the terms and conditions that we provide to you regarding the Rewards Program and/or Verified by Visa will be considered incorporated into and part of this Agreement. If a discrepancy or inconsistency were determined to exist between the terms, conditions and other provisions of this Agreement and the terms, conditions and other provisions governing either the Rewards Program or Verified by Visa, the terms and conditions of this Agreement shall control, but only to the extent necessary to address the discrepancy or inconsistency.

1.3. OTHER AGREEMENTS

You will abide by all terms, conditions, covenants, and agreements applicable to the use of your 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 Billing Statements, and any Card issued to you. Breach of any condition or obligation of this Agreement by any other applicant for your Account or any Authorized User shall be a breach by you.

1.4. REVIEW AND KEEP COPIES

Please read this Agreement, including the Rewards Program terms and conditions and the Verified by Visa terms and conditions if applicable. Keep these documents with your Account records.

1.5. GENERAL TERMS FOR EVERCARD VISA PLATINUM ACCOUNTS

1.5.1. DEFINITIONS AND MEANINGS

1.5.1.1. "Account" means the credit card account issued by EverBank.

1.5.1.2. "Authorized User" means any person that you authorize to use your Account or Card.

1.5.1.3. "Balance Transfer" means any advance obtained by you for the purpose of paying all or a portion of the balance of other credit cards or loans.

1.5.1.4. "Billing Statement" means the statement that we will send to you on a monthly basis, in accordance with the "Billing Statements" section of this Agreement.

1.5.1.5. "Business Day" means every day except Saturdays, Sundays and federal holidays.

1.5.1.6. "Card" means any credit card(s) or other access device that we have issued to you for use with the Account.

1.5.1.7. "Cash Advance" means a cash advance loan obtained by you from us by the use of your Account, including cash obtained by you at an automated teller machine (ATM), from us, or at another financial institution.

1.5.1.8. "Deposit Account" means any deposit account that you maintain at EverBank.

1.5.1.9. "Purchase" means your purchase of goods or services with the use of a Card or Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone).

1.5.1.10. The words **"We," "Us,"** and **"Our"** refer to EverBank.

1.5.1.11. "You" and "Your" means each person who (a) signs the Account application, (b) uses or maintains the Account, or (c) otherwise agrees to be obligated under this Agreement.

When used in this Agreement, words of the masculine gender include the feminine and neuter genders and vice versa, where applicable. Words of the singular number shall include the plural number and vice versa, where applicable.

1.6. AGREEMENT TO TERMS

By applying for an Account, or by maintaining, using or consenting to the use of your Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Account, the use of your Card, and all credit extended under this Agreement. You also understand and agree that the use of your Account, whether by use of a Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. You agree to be responsible for all charges incurred according to 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.

1.7. AUTHORIZED USERS

You may designate one or more persons to be an Authorized User of your Account and/or Card. Authorized Users must use the Account and Card in accordance with the terms and conditions of this Agreement. However, you will be responsible for all charges that an Authorized User makes on your Account, even if you did not anticipate or specifically approve of such charges. You must notify us in writing if you wish to revoke any permission you give to an Authorized User to use your Account and/or Card. We will take commercially reasonable steps to comply with your written instructions to revoke the authority of an Authorized User, which may include replacing your Card with a new Card or changing your Account number.

1.8. AVAILABLE TRANSACTIONS—CREDIT LIMIT AND CASH ADVANCE CREDIT LIMIT

1.8.1. TYPES OF TRANSACTIONS YOU MAY INITIATE

Subject to the terms of this Agreement, you may make Purchases, make Balance Transfers and obtain Cash Advances. Balance Transfers may be made only in connection with the opening of your Account and at no other time. You also agree that you may not initiate Balance Transfers to pay off or pay down other loans or lines of credit that you have with us. You agree that you will only use your Account and Card for transactions that are for personal, family or household purposes. We offer commercial credit card accounts that may be used for business purpose transactions. Please contact us at 1.866.371.3831, option 5, if you are interested in obtaining a commercial credit card.

1.8.2. ILLEGAL TRANSACTIONS

You understand that you and any Authorized Users on the Account are not allowed to use the Card or Account to make, and you agree that you will not make and you will prevent Authorized Users from making, any transactions that are illegal under any state or federal law, including without limit illegal gambling activity. You understand and agree that we may decline any transactions that we reasonably believe to be illegal under any state or federal law. Display of the Visa logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions. You understand that, in the event we do not decline a transaction that is

illegal, you are responsible for repaying us the amount of such transaction plus any Interest Charges that may accrue thereon.

1.8.3. YOUR CREDIT LIMIT

We will establish the Credit Limit applicable to your Account. This is the combined amount of credit for Purchases, Cash Advances and Balance Transfers that we agree to extend to you. We may increase or decrease this Credit Limit at any time, in our sole discretion. We will tell you your initial Credit Limit when we open your Account. We will notify you of any change in your Credit Limit as may be required by applicable law. Changes to your Credit Limit may take effect before you receive such notice. Your Billing Statement will disclose your Credit Limit, as adjusted from time to time. Your Billing Statement will also disclose the amount of your Credit Limit that was available on the closing date of your Billing Cycle (your "Available Credit"). Your Available Credit will be the amount of your Credit Limit, minus the sum of (a) your New Balance, plus (b) any Purchases, Cash Advances or Balance Transfers that we have authorized but that have not yet posted to your Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle. You agree that you will not exceed your Credit Limit that we establish for your Account. Without limiting our other rights under this Agreement, including our rights under the "Default" section, you agree that if your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess.

1.8.4. YOUR CASH ADVANCE CREDIT LIMIT

Your Cash Advance transactions are subject to a Cash Advance Credit Limit. Your Cash Advance Credit Limit is a portion of your general Credit Limit and is only available to the extent that you have an amount available under the general Credit Limit for your Account. Your initial Cash Advance Credit Limit is an amount equal to seventy-five percent (75%) of the Credit Limit disclosed to you when we open your Account. We may increase or decrease your Cash Advance Credit Limit at any time, in our sole discretion. We will notify you of any change in your Cash Advance Credit Limit as may be required by applicable law. Changes to your Cash Advance Credit Limit may take effect before you receive such notice. Your Billing Statement will disclose your Available Cash as of the closing date of your Billing Cycle, which will be the amount of your Cash Advance Credit Limit that is available for Cash Advances. You agree that you will not exceed your Cash Advance Credit Limit that we establish for your Account. Without limiting our other rights under this Agreement, including our rights under the "Default" section, you agree that if either:

- you exceed your Cash Advance Credit Limit at any time, or
- your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess.

You understand that, in certain instances, authorization for a Cash Advance transaction may be denied even though you have adequate availability under your Cash Advance Credit Limit. For example, your request for a Cash Advance may be declined if:

- the ATM or other electronic terminal and/or its authorization system is not working properly,
- we have been notified that your Card has been reported as lost or stolen, or it has been cancelled,
- the ATM, financial institution or merchant does not have sufficient cash available, or
- other circumstances beyond our control (such as a loss of power, or the existence of a force majeure event as described elsewhere in this Agreement).

1.9. BILLING STATEMENTS

We will send you a monthly Billing Statement for each Billing Cycle at the end of which there is a debit or credit balance of \$1.00 or more. Purchases, Cash Advances, Balance Transfers, adjustments, and payments made since the previous billing date will be shown on this Billing Statement. We will send your Billing Statement to one (1) address only. You are responsible for notifying us if you wish to change the address that should receive your Billing Statement. We may discontinue sending you Billing Statements if we deem your account to be uncollectible or if we send your Account to an attorney or other third party for collection purposes. Even though you may not

receive a Billing Statement in such instances, you understand that periodic Interest Charges may continue to accrue on your Account.

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

You may obtain a copy of a Billing Statement for \$3.00 per copy. You may obtain a copy of a transaction receipt for a fee of \$2.00 per copy. We will not assess you these fees if you request a Billing Statement or a transaction receipt for a billing error/inquiry that you may assert against us under applicable law.

1.10. PROMISE TO PAY

1.10.1. GENERALLY

You promise to repay all Purchases, Cash Advances, Balance Transfers, Interest Charges, fees, and any and all other charges whatsoever incurred on your Account. You must make a payment every month that your Account reflects a New Balance (which is the entire amount that you owe us). You may pay the New Balance or some lesser amount, but at a minimum must make the Total Minimum Payment Due reflected on your Billing Statement. When an Account is provided upon the application of two or more persons, all such persons are jointly and severally liable for all debt and other obligations relating to the Account.

1.10.2. FORM OF PAYMENT

You must make payments in U.S. dollars via check, money order or similar instrument, or via automatic debit that is drawn on or honored by a bank located in the United States. Do not send cash.

1.10.3. TIMING OF PAYMENT

Please send your payments to the address that we furnish to you on your Billing Statement. Payments received at this address after 5 pm ET, or on any day or at any time on any non-banking day will be considered as payments made on the following banking day. If we do not receive your payment by the Payment Due Date reflected on your Billing Statement it will be considered late and we may assess you (and you agree to pay) a late fee in the amount(s) set forth in your Rates and Fees Chart. However, if your Payment Due Date is on a day that we do not receive or accept payments (such as a federal holiday) we will not consider payments received the following banking day to be late.

1.10.4. PAYMENT REMITTANCE INSTRUCTIONS

Please send your payment in with the remittance stub that accompanies your Billing Statement and/or write your Account number on the memo line of your check or other similar form of payment. Payments that do not follow these instructions may cause a delay of up to five (5) days in crediting your Account.

1.10.5. NONCONFORMING PAYMENTS

Except as provided below, we can accept late payments, partial payments, or conditional checks or money orders or any checks or money orders marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement. If you pay us with a check or similar instrument that has notations or instructions on or with the check, you agree that (a) we may disregard such notations or instructions, and (b) we may credit any payment we receive to your Account, and our crediting of that payment will not mean that we have agreed to such notations or instructions on or with that payment, unless you send the payment (including the special notations or instructions) to: EverBank, Attn: Credit Services, 11 Oval Drive, Suite 107, Islandia, NY 11749-1416.

1.10.6. PAYMENT AMOUNT

If the "New Balance" shown on your monthly Billing Statement is less than \$25.00, your Total Minimum Payment Due will be the New Balance. If the New Balance is \$25.00 or more, and unless we have suspended or terminated your right to use or access your Account, your Total Minimum Payment Due will be equal to the greater of (a) \$25.00 or (b) 3% of the New Balance (excluding any amount that is past due), plus any amount that is past due. This sum will be rounded up to the nearest dollar.

1.10.7. APPLICATION OF YOUR PAYMENTS

If you pay more than your Total Minimum Payment Due, but less than the New Balance on your Account, we will apply the amount in excess of your Total Minimum Payment Due to those balances on your Account that have the highest Annual Percentage Rate. Any remaining portion of your payment amount will then be applied to your other balances in descending order based on the applicable Annual Percentage Rate.

1.10.8. RETURNED PAYMENTS

If your payment is rejected or returned unpaid for any reason (such as for insufficient funds), we may assess you (and you agree to pay) a returned payment charge equal to the lesser of the Total Minimum Payment Due or \$25.

1.11. WHEN PERIODIC INTEREST CHARGES BEGIN

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

1. you paid the New Balance reflected on your immediately prior Billing Statement in full by the Payment Due Date shown on that Billing 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 Billing Statement (the statement reflecting the New Purchase) in full by the Payment Due Date reflected on the current Billing 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.

1.12. 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 Billing Statement by the Payment Due Date shown on that Billing Statement, or if you had no balance or a credit balance on your last Billing Statement, New Purchases will be excluded from the Average Daily Balance of Purchases.

1.13. 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.

1.14. AVERAGE DAILY BALANCE OF BALANCE TRANSFERS (INCLUDING NEW BALANCE TRANSFERS)

We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the "Average Daily Balance of Balance Transfers" on the Account. To get the Average Daily Balance of Balance Transfers, we take the beginning balance of Balance Transfers on the Account each day; add any new Balance Transfers 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 Balance Transfers. Then we add together all of these Daily Balances of Balance Transfers 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 Balance Transfers.

1.15. CALCULATION OF INTEREST CHARGES

1.15.1. 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), by multiplying a Monthly Periodic Rate by your Average Daily Balance of Cash Advances (including new Cash Advances), and by multiplying a Monthly Periodic Rate by your Average Daily Balance of Balance Transfers (including new Balance Transfers). 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 below.

1.15.2. VARIABLE APRS BASED ON PRIME

The Monthly Periodic Rate for Purchases, Cash Advances and Balance Transfers 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 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 15.75% for Cash Advances. The Standard Margin for Purchases is 6.75%. The Standard Margin for Balance Transfers is 6.75%. 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 Billing Statement we will send you. If you are in Default of this Agreement (as described in Default section, below), we may increase your Margin as provided in the Penalty Interest Charge section and the Default section below.

1.16. PENALTY INTEREST CHARGE

If you are in Default (see the Default section, below), you agree that your Monthly Periodic Rate and corresponding Annual Percentage Rate may be based on the Index plus a Penalty Margin of 17.75%. We will remove the Penalty Margin from your Account and calculate your Purchase, Cash Advance and Balance Transfer Interest Charges using the Standard Purchase Margin, the Standard Cash Advance Margin, and the Standard Balance Transfer 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 Billing Statement.

1.17. LOST/STOLEN CARDS/LIABILITY FOR UNAUTHORIZED USE

No unauthorized person is allowed to use your Account or Card for any purpose, including making Purchases, Cash Advances or Balance Transfers. You also agree to notify us as soon as possible after learning that your Card has been lost or stolen by calling our Customer Service Fraud Department at 1.800.738.2615 (or from outside the United States, by calling collect to 1.608.240.8082.) Under Visa U.S.A., Inc.'s "Zero Liability Policy" you will not be liable for any unauthorized use of your Account or Card that results in any fraudulent transaction made over the Visa Network. We will extend provisional credit to you for any such unauthorized charges or debits within five (5) days of your notification to us of such an unauthorized use. **The Visa Zero Liability Policy does not apply if you do not notify us as soon as possible after learning your Card has been lost or stolen, and it does not apply to any transactions made using your personal identification number (PIN) that are not processed over the Visa Network. In these instances, your liability for unauthorized use will not exceed \$50.00, except to the extent other liabilities may apply pursuant to applicable law. In addition to telephoning us at 1.800.738.2615 (or from outside the United States, by calling collect to 1.608.240.8082), you may write to us at EverBank, Customer Service, Attention, TA-74, P.O. Box 31535, Tampa, FL 33631-3535. Be sure to include your account number when you write (_____ insert card number). To assist in our efforts to minimize unauthorized use and fraud, please regularly check your monthly statements for transaction accuracy and report any actual or suspected unauthorized use as soon as possible to the applicable telephone number and address set forth above.**

1.18. DEFAULT

You will be in "Default" and, as provided in Penalty Interest Charge section, above, we may increase your Standard Margin for Purchases, Cash Advances and Balance Transfers to the Penalty Margin of 17.75% if you fail to make the Total Minimum Payment Due on your Account within sixty (60) days of the applicable Payment Due Date reflected on your Billing Statement. If you are in Default, we may, at our option, do all or any of the following:

- declare all amounts you owe us to be immediately due and payable,
- terminate or suspend your Account privileges,
- reduce your Credit Limit,
- require the return of all Cards, and/or
- increase your Interest Charges and Annual Percentage Rate as described in Penalty Interest Charge section of this Agreement.

In addition, if your Account is in Default, pursuant to applicable law, you agree to pay all court and collection costs we actually incur in the collection of amounts you owe us under this Agreement and, in the event we refer your Account to an attorney who is not our salaried employee, you agree to pay the attorney's charges in a reasonable amount.

1.19. DISPUTES

We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card except as provided in the federal Truth-in-Lending laws/regulations summarized at the end of this Agreement. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned. If we permit you to write checks on your Account, we are not responsible for refusal by any merchant to honor or accept such checks, and we have no responsibility for merchandise or services obtained by you with such checks. In addition, we will not be liable to you for any harm or damages you suffer as a result of our failure to honor any check you write on your Account.

1.20. CARDS

Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf, may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Account. If we have not terminated your account or exercised our right not to renew your Account, we will send you a new Card when your prior Card expires.

1.21. BANKING RELATIONSHIP

We reserve the right to cancel this Agreement or suspend your right to use or access your Account if you or we close your Deposit Account or if you do not meet the minimum balance requirement for your Deposit Account as provided for in the agreement governing your Deposit Account.

1.22. NO WAIVER OF RIGHTS

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

1.23. TELEPHONE AND EMAIL COMMUNICATIONS WITH YOU

In order to ensure a high quality of service for our customers, and to provide continuing training for our contractors and employees, you agree that we may monitor and/or record our telephone calls with you. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you 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, 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 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.

1.24. 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 Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.

1.25. CANCELLATION AND CHANGE IN TERMS

1.25.1. YOU MAY CLOSE YOUR ACCOUNT

You may close your Account at any time by notifying us at EverBank, Customer Service, Attention: TA-74, P.O. Box 31535, Tampa, FL 33631-3535. If your Account is a joint Account, any one of you may close your Account at any time by providing us with such notice at this address. We will immediately cancel your Account after we receive notice from you. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Account by any joint Account holder.

1.25.2. WE MAY CLOSE YOUR ACCOUNT

Even if you are not in default, we may:

- close your Account,
- cancel or suspend your privileges to make Purchases or Balance Transfers or to obtain Cash Advances, or

- otherwise cancel or suspend any Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law.

1.25.3. NO FURTHER TRANSACTIONS IF ACCOUNT IS CLOSED

If either you or we close your Account you may not make further Purchases, Balance Transfers or obtain Cash Advances. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Account prior to or subsequent to cancellation).

1.25.4. CHANGING THE TERMS OF YOUR ACCOUNT

We may amend the terms of this Agreement, including the amount of any Account 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 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.

1.26. 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 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. All provisions of this agreement are valid, enforceable and applicable in New Jersey.

1.27. OBTAINING CREDIT INFORMATION

When you applied for your Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. You also authorized us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Account in the future. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

1.28. 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 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 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.

1.29. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We provide a copy of the EverBank privacy notice at the time your Account is established and annually thereafter. Should you have any questions, concerns or wish to request an additional copy,

please contact us at 1.800.738.2615 or write to us at EverBank, Customer Service, Attention: TA-74, P.O. Box 31535, Tampa, FL 33631-3535.

1.30. FURNISHING INFORMATION TO CONSUMER-REPORTING AGENCIES

If you believe that we have furnished any inaccurate information relating to your Account to any consumer-reporting agency, you may notify us at the following address: EverBank, Customer Service, Attention: TA-74, P.O. Box 31535, Tampa, FL 33631-3535. To help us respond to your notification, you must include your Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the following address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

1.31. NEGATIVE CREDIT REPORTS

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

1.32. FORCE MAJEURE

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

1.33. YOUR BILLING RIGHTS

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement.

If you think there is an error on your Billing Statement, write to us at:

EverBank
Customer Service
Attention: TA-74, P.O. Box 31535
Tampa, FL 33631-3535

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description Of Problem:** If you think there is an error on your Billing Statement, describe what you believe is wrong and why you believe it is a mistake.

You Must Contact Us:

- Within 60 days after the error appeared on your statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the Billing Statement is correct.

While We Investigate Whether Or Not There Has Been An Error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

2.0. EVERBANK POINTS REWARDS PROGRAM TERMS AND CONDITIONS

2.1. 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 2.2.1 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.

2.1.1. 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.

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 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.

2.1.4. 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.

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

2.1.6. 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.

2.1.7. 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.

2.1.8. 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.

2.2. GENERAL TERMS FOR THE POINTS 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 Points Program Agreement we mean both Consumer Accounts and Business Accounts.

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

2.2.1.3. “**Bonus Point Conditions**” shall have the meaning given in section 2.4.2. of this Points 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 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.

2.2.1.8. “**Cash Rewards**” has the meaning given in section 2.1 of this Points Program Agreement.

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 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.

2.2.1.11. **“Enrollment Date”** means the date on which a Participant enrolls in the Points 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 Points Program in accordance with the terms of section 2.3. of this Points 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/rewards.

2.2.1.15. **“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.

2.2.1.16. **“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.

2.2.1.17. **“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.

2.2.1.18. **“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.

2.2.1.19. **“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.

2.3. ENROLLMENT

2.3.1. 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.

2.3.2. 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.

2.4. POINTS

2.4.1. EARNING POINTS OTHER THAN BONUS POINTS

For Points other than Bonus Points, Participants will earn one Point for every one U.S. dollar (\$) 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 (\$) in Eligible Purchases (other than Eligible Bonus Purchases) made by each Cardholder using his/her Card.

2.4.2. RULES APPLICABLE TO ALL POINTS (INCLUDING BONUS POINTS)

2.4.2.1. 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.

2.4.2.2. 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.

2.4.2.3. Point accrual will begin upon Enrollment Date.

2.4.2.4. The number of Points 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 Points earned in the previous month. everbank.com/rewards is the Scorecard website where Participants can view the current Rewards Account Point balance.

2.4.2.6. 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.

2.4.3. EARNING BONUS POINTS FROM PARTICIPATING RETAILERS

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

2.4.3.2. 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.

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. 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.

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 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.

2.4.3.6. 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.

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 Points.

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 Points.

2.4.3.9. 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.

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 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.

2.4.3.11. 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.

2.4.3.12. 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.

2.4.4. REDEEMING POINTS

2.4.4.1. 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.

2.4.4.2. 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.

2.4.4.3. 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.**

2.4.4.4. 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.

2.4.4.5. 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.

2.4.4.6. 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.

2.4.4.7. 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.

2.4.4.8. 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.

2.4.4.9. 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.

2.4.5. USING POINTS FOR TRAVEL

Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferrable 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 or calling 1.855.483.5005, 8:00 am to 12:00 am ET, 7 days a week, excluding holidays.

2.4.6. MERCHANDISE AND GIFT CERTIFICATE/GIFT CARD REWARDS

2.4.6.1. 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.

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

2.4.6.3. 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.

2.4.6.4. 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.

2.4.6.5. 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.

2.5. REPRESENTATIONS AND WARRANTIES

2.5.1. 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.

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 Points 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 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.

2.7. 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.

2.8. GOVERNING LAW AND RULES

2.8.1. 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.

2.8.2. 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.

3.0. EVERBANK CASH REWARDS PROGRAM TERMS AND CONDITIONS

3.1. 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 3.2.1 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.

3.1.1. 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.

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

3.1.3. 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.

3.1.4. 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.

3.1.5. The Program is void where prohibited by law.

3.1.6. 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.

3.1.7. 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.

3.1.8. 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.

3.2. GENERAL TERMS FOR THE CASH REWARDS PROGRAM AGREEMENT

3.2.1. DEFINITIONS AND MEANINGS

3.2.1.1. “**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.

3.2.1.2. “**Bonus Cash Rewards**” shall have the meaning given in section 3.4.2. of this Cash Rewards Program Agreement.

3.2.1.3. “**Bonus Cash Rewards Conditions**” shall have the meaning given in section 3.4.2. of this Cash Rewards Program Agreement.

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

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

3.2.1.6. “**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.

3.2.1.7. “**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.

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

3.2.1.9. “**Eligible Bonus Purchases**” has the meaning given in section 3.4.3.3.

3.2.1.10. “**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.

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

3.2.1.12. **“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.

3.2.1.13. **“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 3.3. of this Cash Rewards Program Agreement.

3.2.1.14. **“Participating Retailer”** are those retailers identified as Participating Retailers in ScoreCard’s ScoreMore Program, which may be accessed at everbank.com/cashrewards.

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

3.2.1.16. **“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.

3.2.1.17. **“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.

3.3. ENROLLMENT

3.3.1. 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.

3.3.2. 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.

3.4. CASH REWARDS

3.4.1. 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.

3.4.2. 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.

3.4.2.2. 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.

3.4.2.3. Cash Rewards accrual will begin upon Enrollment Date.

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

3.4.2.5. After registration, Participants will be sent a monthly statement indicating the number of Cash Rewards earned in the previous month. everbank.com/cashrewards is the Scorecard website, where Participants can view current Rewards Account Cash Rewards balance.

3.4.2.6. 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.

3.4.3. EARNING BONUS CASH REWARDS FROM PARTICIPATING RETAILERS

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

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

3.4.3.3. 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.

3.4.3.4. 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.

3.4.3.5. 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.

3.4.3.6. 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. 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.

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

3.4.3.8. 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.

3.4.3.9. 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.

3.4.3.10. 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.

3.4.3.11. 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.

3.4.3.12. 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.

3.4.4. REDEEMING CASH REWARDS

3.4.4.1. 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 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.

3.5. REPRESENTATIONS AND WARRANTIES

3.5.1. 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.

3.5.2. 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.

3.5.3. 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.

3.6. 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.

3.7. 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.

3.8. GOVERNING LAW AND RULES

3.8.1. 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.

3.8.2. 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.



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