

This External Transfers Agreement (“Agreement”) provides the terms and conditions for you to move funds between EverBank accounts (“Accounts” or “EverBank Accounts”) and validated accounts in your name at another financial institution (“Third-party Accounts”). In order to provide this service, we need your permission to use and verify information available about your Third-party Accounts from other financial institutions’ websites. In addition, you must authorize us to act as your agent to originate a funds transfer from another financial institution, ensure the funds are good, and distribute them to your EverBank Account. Once enrolled, you will be able to move funds between EverBank Accounts and Third-party Accounts in just a few clicks (the “External Transfers Service” or “Service”).

For purposes of this Agreement, the words “we,” “our,” “us,” and other similar terms mean EverBank, a division of TIAA, FSB. “You,” “your,” and other similar terms refer to the EverBank Account Holder and anyone else authorized by the Account Holder to exercise control over the Account. The term “Consumer Account” means an EverBank Account established by an individual primarily for personal, family or household purposes. Certain of the provisions of this Agreement apply only to Consumer Accounts. For purposes of this Agreement, every day is a “Business Day” except Saturdays, Sundays and federal holidays.

To proceed with enrollment for the Service, you must review this Agreement and accept the terms and conditions concerning use of this Service. When you are ready to proceed, click the “I Agree” button to continue on your way to activating transfer capabilities to and from Third-party Accounts and your EverBank Accounts. The EverBank Account Terms, Disclosures and Agreements Booklet for your Account (“Account Agreement”), which is incorporated herein by reference, contains additional terms and conditions applying to your Account(s) and this Service. In the event of any inconsistency between this Agreement and your Account Agreement, this Agreement will control. All other terms and conditions of the Account Agreement remain in full force and effect.

## 1.0. ACCEPTANCE OF TERMS

When you click on “I Agree”, you agree to be bound by all terms of this Agreement, including any amendments to this Agreement or any changes in this Agreement we make from time to time. We reserve the right to accept or decline your application. If you do not agree to all of the terms in this Agreement, and navigate away from this page prior to clicking on the “I Agree” button, you will not be entitled to use this Service. We reserve the right to change the terms of this Agreement at any time; however, we will notify you of any change to this Agreement as required by law. If you have consented to receiving electronic disclosures, we may notify you of changes to this Agreement by email or by publication on the EverBank website. You also can review this Agreement any time by clicking on “Terms and Conditions” link on the EverBank website. You agree that if you continue to use this Service after we notify you of any change, you thereby accept the changes to the Agreement and agree to be bound by its new terms. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can send us a secure bank email by selecting Service, then Contact Us, in the Online Financial Center. We have the right to change or discontinue the Service, including your Account, with or without notice, without liability to you, or any other user or any third party.

## 2.0. AUTHORIZATION TO USE PERSONAL INFORMATION TO VALIDATE YOUR ACCOUNT

### 2.1. RIGHT TO VALIDATE FUNDING SOURCE FOR FUNDS TRANSFERS

Once you are approved for this Service and if you elect to move money between EverBank Accounts and Third-party Accounts, you authorize us to validate your Third-party Accounts through the use of small random credits and matching debits to your Account, which you must verify. You also authorize us to verify the funding source to affect the funds transfers you request. By using the External Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to make such funds transfers or for any other purpose authorized by this Agreement, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

### 2.2. RIGHT TO VALIDATE LAWFUL FUND DESTINATION FOR FUNDS TRANSFERS

In addition to obtaining a consumer report (credit report) on you as provided in your Account Agreement, we reserve the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

### 2.3. RIGHT TO USE CONTENT

You hereby give us a license to use and verify information, data, materials, or other content (the “Content”) you provide to us for the purpose of providing the Service, subject to the terms of our Privacy Notice.

### 3.0. OUR RESPONSIBILITIES

#### 3.1. LIABILITY FOR FAILURE TO MAKE TRANSFERS INVOLVING CONSUMER ACCOUNTS

If we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, whether you have a Consumer Account or another Account, for instance:

- if, through no fault of ours, you do not have enough money in your Account or your Third-party Account to make the transfer;
- if the funds transfer is not complete, or is reversed, because the provider of your Third-party Account does not permit the transfer;
- if the transfer would go over the credit limit on your overdraft line or private line of credit;
- if our or your system was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- if there are other exceptions stated in our agreement with you.

### 4.0. YOUR RESPONSIBILITIES

#### 4.1. JOINT ACCOUNT HOLDER NOTIFICATION AND APPROVAL

By clicking "I Agree", you confirm that any joint account holders have consented for you to use your Third-party Accounts and EverBank Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (a) they never consented to your use of the Service, (b) the joint account can no longer be operated on your instructions alone, or (c) they are withdrawing consent for you to operate the joint account.

#### 4.2. AUTHORIZED, VALID TRANSACTION FOR FUNDS TRANSFERS

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable EverBank Accounts or Third-party Accounts to make any funds transfer you request that we make on your behalf through the Service.

### 5.0. TRANSFER TYPES AND LIMITATIONS

#### 5.1. MEANS OF CONDUCTING TRANSFER

You may use your Account and password to transfer funds with Third-party Accounts you have successfully registered with this Service. The types of transfers can be made are:

- transfer from Third-party Accounts to EverBank Accounts;
- transfer from EverBank Accounts to Third-party Accounts.

You authorize us to select any means we deem suitable, including but not limited to electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks and organizations, or other banking channels, to provide your funds transfer instructions to the provider of the Third-party Account. You agree to be bound by the rules and regulations that govern the applicable means of transfer, such as CHIPS and/or NACHA operating rules.

#### 5.2. SAME-DAY TRANSACTION

Transactions made on banking Business Days, Monday-Friday, by 7 pm ET will be processed on the current Business Day. Transactions made after 7 pm ET will be conducted on the next Business Day.

#### 5.3. FUNDS AVAILABILITY

Our policy is to delay the availability of funds transferred into your EverBank Account from your Third-party Account when such transfer is made under this Agreement. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay items that are presented to your EverBank Account. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for transfers from your Third-party Account that are returned to us unpaid and for any other problems involving your funds transfer. The length of the delay is counted in Business Days from the day of your deposit. We will delay your funds availability for three Business Days from the date of the transaction. The transfer affecting your EverBank Account will appear in your transaction history on the Business Day after the transaction was processed.

Availability Example: If an external transfer is initiated in the Online Financial Center on a Monday that is not a federal holiday and there are no federal holidays that week, funds will be available as follows:

---

External Transfer Initiated On Monday	Transaction Will Appear In Account History	Interest Will Begin To Accrue On Deposited Funds	Funds Will Be Available For Withdrawal/Use
Before 7 pm ET	Tuesday	Tuesday	Friday
After 7 pm ET	Wednesday	Wednesday	Monday

---

Special rule for new accounts:

If you recently opened a new EverBank Account, the following special rule may apply during the first 60 days that your Account is open. Funds transferred from the Third-party Account into your EverBank Account will be delayed for five Business Days.

The foregoing Funds Availability rules are in addition to our Funds Availability Disclosure provided with your Account Agreement. The Funds Availability rules of this Agreement control in the event of any inconsistency with those stated in the Funds Availability Disclosure provided with your Account Agreement.

#### **5.4. LIMITATIONS ON TRANSFERS**

Money market and savings accounts are subject to transaction limitations as stated in your Account Agreement, and the financial institutions holding your Third-party Accounts may have limitations on the total number of allowable transactions, or total funds withdrawn on a daily and/or monthly basis. For security, risk management, or other purposes, we limit the dollar amount of transfers permitted through the Service as follows:

- For transfers from EverBank Accounts to Third-party Accounts, we limit the dollar amount of transfers to no more than \$50,000 per day; and
- For transfers from Third-party Accounts to EverBank Accounts, we limit the dollar amount of transfers to no more than \$250,000 per day.

We also limit the frequency of transfers you can make to 10 transfers daily and 50 transfers monthly. We reserve the right to terminate the Service or we may decline to conduct a funds transfer request, decline to submit funds transfer instructions or orders, or decline to carry out or cancel requests without notice.

#### **5.5. TRANSACTION AUTHORIZATION**

You understand that to effect your funds transfer instruction we debit one account and credit another account. Only one of the accounts in the transaction will be a Third-party Account. If the debit side fails or is returned for any reason and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. To effect this collection, you understand and authorize us to debit the credited account in the same dollar amount as the original funds transfer.

#### **5.6. TRANSFERS SUBJECT TO THE RULES AT DEPOSITORY INSTITUTIONS**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-party Accounts. You agree not to affect any funds transfers from or to a Third-party Account that are not allowed under the rules or regulations applicable to such accounts.

#### **6.0. ERROR REPORTING**

##### **6.1. OUR RESPONSIBILITY FOR ERRORS**

Please also see the "Our Responsibilities" section. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the provider of your Third-party Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant provider of your Third-party Account. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

##### **6.2. YOUR RESPONSIBILITY FOR ERRORS**

You understand that not all types of accounts are eligible for funds transfer. You will check with the provider of your Third-party Account for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your Third-party Account. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in that information. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You understand and agree that at all times your relationship with each Third-party Account provider is independent of EverBank and your use of the External Transfer Service. We will not be responsible for any acts or omissions by the provider of any Third-party Account, including without limitation any modification, interruption or discontinuance of any Third-party Account by such provider.

YOU AGREE THAT EVERBANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE THIRD-PARTY ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE THIRD-PARTY ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;

(3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE THIRD-PARTY ACCOUNTS.

### **6.3. ELECTRONIC FUND TRANSFERS DISCLOSURES AND AGREEMENTS**

An Electronic Fund Transfer Disclosures and Agreement provided to you with your Account Agreement or from time to time after you opened your Account (the "EFT Agreement") provides additional terms for the electronic transfers to and from Third-party Accounts you may make under this Agreement. The EFT Agreement includes, among other things, information on reporting of, and liability for, unauthorized electronic fund transfers. Except as modified by this Agreement, the terms of the EFT Agreement apply to the transfers you make to or from Third-party Accounts under this Agreement.

### **7.0. NO UNLAWFUL OR PROHIBITED USE OF THIS SERVICE**

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **8.0. LIMITATION OF WARRANTY AND LIABILITY**

YOU UNDERSTAND AND AGREE THAT THIS SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THIS SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED FROM YOUR ACCOUNTS OR THAT THIS SERVICE WILL MEET ANY REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THIS SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **9.0. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless EverBank, its affiliates, partners, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Service.



EverBank® is a division of TIAA, FSB.

© 2017 and prior years TIAA, FSB. 17MCM5300.02 ~ 411.1 ~ 03/17