

This Financial Manager Agreement (“Agreement”) governs our Financial Manager Service, through which you will be able to view account information for validated accounts that you have in your name at other financial institutions (“Third-party Accounts”). In order to provide this service, we will need your permission to use and verify information available about your Third-party Accounts from financial institutions’ websites. In addition, you must authorize us to act as your agent to obtain account information from third-party institutions about your Third-party Accounts. Once enrolled, you will be able to view account information for Third-party Accounts in the EverBank Online Financial Center (“Financial Manager 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. “Account” means your EverBank account.

To proceed with enrollment for the Services, 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 the Service capabilities. The Account Terms, Disclosures and Agreements Booklet for your EverBank 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 the Agreement we may 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 without 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 material change to this Agreement to the extent required by law. If you have consented to receiving electronic disclosures, we may notify you of changes to this Agreement by e-mail or by publication on the EverBank website. You also can review this Agreement any time by clicking on “Terms and Conditions” link in 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 this 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 e-mail by selecting Customer 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 SOURCE FOR SERVICE

Once you are approved for this Service you authorize us to validate your Third-party Accounts. You authorize us to access third-party websites designated by you, on your behalf, to retrieve information requested by you, and to register Third-party Accounts requested by you. For all purposes hereof, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third-party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to retrieve such information authorized by this Agreement, and you also represent 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 with is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes. YOU ACKNOWLEDGE AND AGREE THAT, WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that Third-party Account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Service is not endorsed or sponsored by any Third-party Account providers accessible through the Service.

2.2. RIGHT TO VALIDATE LAWFUL ACCESS FOR ACCOUNT INFORMATION RETRIEVAL

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 are not using the Service in violation of law.

2.3. RIGHT TO USE CONTENT

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

2.4. CONTENT YOU PROVIDE

You are licensing to EverBank and its service providers, including FIS and/or Yodlee, Inc. ("Yodlee") (EverBank, FIS, and/or Yodlee may be collectively referred to in this Agreement as "we" or "us") any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Service. We may use, modify, display, distribute and create new material using such Content to provide the Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out above. As among us, EverBank owns your confidential account information. We will treat such confidential account information as provided in our Privacy Notice.

3.0. YOUR RESPONSIBILITIES

3.1. JOINT ACCOUNT HOLDER NOTIFICATION AND APPROVAL

By clicking "I Agree" you confirm that your joint account holder, if any, has consented for you to use your Third-party 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.

3.2. PROVIDE ACCURATE INFORMATION

You agree to provide true, accurate, current and complete information about yourself and your Third-party Accounts and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

3.3. PROPRIETARY RIGHTS

You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.

4.0. ERROR REPORTING

4.1. OUR RESPONSIBILITY FOR ERRORS

We are not responsible for errors, delays or other problems caused by or resulting from the action or inaction of the provider of your Third-party Accounts. 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 Accounts. Any rights you may have against a third party for such errors, delays or other problems are subject to the terms of the agreements you have with such third party, including any time limits during which complaints must be made.

4.2. YOUR RESPONSIBILITY FOR ERRORS

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. We are not obliged to take any further steps to confirm or authenticate such instructions and may 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 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 separate and independent of EverBank and your use of the 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) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY ACCOUNTS; AND (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY ACCOUNTS.

5.0. 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.

6.0. INDEMNIFICATION

You agree to indemnify, defend and hold harmless EverBank and its respective affiliates, partners, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

7.0. THIRD-PARTY BENEFICIARIES

You agree that Yodlee and FIS are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if Yodlee and FIS were a party to this Agreement.

8.0. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE MAKE NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (5) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NONE OF US, NOR ANY OF OUR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF EVERBANK OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (3) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THE SERVICE; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (5) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (6) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (7) ANY OTHER MATTER RELATING TO THE SERVICE.



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