

# PERSONAL ACCOUNT TERMS, DISCLOSURES AND AGREEMENTS BOOKLET

Terms and Conditions for Personal Accounts, including World Markets® Accounts and **non-FDIC Insured** Metals Select® Accounts, related Disclosures and Agreements

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DECEMBER 2017





# PERSONAL ACCOUNT TERMS, DISCLOSURES AND AGREEMENTS BOOKLET

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\* EverBank Metals Select products:

Are Not FDIC Insured	Are Not Bank or Government Guaranteed	Are Not Deposits	May Lose Value
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Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision. Please refer to the Specific Terms - Metals Select Accounts section in this Booklet for additional information.

# 1.0. INTRODUCTION

This Personal Account Terms, Disclosures and Agreements Booklet (“Booklet”) includes the terms and conditions for any deposit accounts, including World Markets Accounts, and **non-FDIC insured Metals Select®** Accounts you have with us for personal, family or household purposes (your “Account Agreement”). This Booklet also includes disclosures for those accounts, and the terms, conditions, agreements and disclosures for any related services that you have with or receive from EverBank and use primarily for personal, family or household purposes (such as for online banking). For business and other non-personal accounts, see our separate Business and Non-Personal Account Terms, Disclosures and Agreements Booklet.

Please read this Booklet carefully and retain a copy for your records. By signing (manually, electronically, or otherwise) or submitting (electronically, verbally or otherwise) an EverBank® Account Application or other form when you open or request an account, product or service, or by otherwise opening or using an account with us or a product or service from us, you acknowledge receipt and review of the terms and conditions in this Booklet and any other applicable agreements and disclosures, including without limitation the Rate Sheet provided to you when your account was opened, together with all amendments thereto in effect from time to time.

If you have any questions concerning your EverBank accounts or services, please contact us by phone, fax, or email. Refer to the contact information at the end of this Booklet.

Sections 1, 2 and 3 of this Booklet contain terms and information applicable to all clients with personal accounts at EverBank. Section 4 contains specific terms applicable only to clients with Personal Deposit Accounts with EverBank. Sections 5 and 6 contain specific terms applicable only to clients with World Markets Deposit Accounts with EverBank. Section 7 contains specific terms applicable only to clients with Metals Select Accounts with EverBank.

**EverBank only has branches in the state of Florida, but offers banking products and services nationwide through the internet. For legal purposes, all deposits are considered to be made and held in the state of Florida, regardless of where they were mailed to or from, or where you are domiciled. You understand and agree that this Account Agreement is governed by federal laws and, to the extent not preempted by federal law, the laws of the state of Florida, without regard to conflicts of law principles regarding laws of other states.**

This means that the laws of your state of domicile during your lifetime or at the time of your death are not applicable to your banking products, services, or transactions with EverBank unless provided for herein. The body of state and federal law that governs our relationship with you, however, is too large and complex for reproduction here. Therefore, the purpose of this document is to:

1. summarize some policies applying to common transactions;
2. establish rules to cover transactions or events that the law does not regulate;
3. establish rules for certain transactions or events that the law regulates but allows for variation by agreement; and
4. provide you disclosures of some of our policies to which you may be entitled, or in which you may be interested.

In the event that any provision of this Account Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

*EverBank is a division of TIAA, FSB, a federal savings association and member FDIC. TIAA, FSB, is a subsidiary of Teachers Insurance and Annuity Association of America (“TIAA”). For FDIC insurance purposes, your deposits with EverBank are combined by ownership category with deposits you have with TIAA Direct, which is also a division of TIAA, FSB, and with any other deposits you have with TIAA, FSB, through your trust, retirement, and/or brokerage relationships with affiliated TIAA companies.*

## 2.0. DEPOSIT ACCOUNT FEE SCHEDULE

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

### CHECKING ACCOUNTS

#### Yield Pledge® Checking Account

Minimum deposit required to open account <sup>1</sup>	\$5,000
Yield Pledge Checking Account monthly fee	\$0

#### Basic Checking Account\*

Minimum deposit required to open account	\$25
Monthly fee in any month when average daily balance is below \$25	\$5

\*Monthly fee is waived for New York residents.

### MONEY MARKET ACCOUNTS

#### Yield Pledge® Money Market Account

Minimum deposit required to open account <sup>1</sup>	\$5,000
Yield Pledge Money Market Account monthly fee	\$0
Excess transaction fee in any month when you exceed the transaction limits for this account <sup>2</sup>	\$10

### SAVINGS ACCOUNTS

#### Basic Savings Account\*

Minimum deposit required to open account	\$25
Monthly fee in any month when average daily balance is below \$25	\$5
Excess transaction fee in any month when you exceed the transaction limits for this account <sup>2</sup>	\$10

\*Minimum opening deposit requirement and monthly fee are waived for Rhode Island residents.

### CERTIFICATE OF DEPOSIT (CD) ACCOUNTS

#### CDARS® CD

Minimum deposit required to open account	\$10,000
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See section 4.1.5.7 of the Booklet for information regarding Early Withdrawal Penalties.

#### Yield Pledge® CD

Minimum deposit required to open account	\$5,000
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See section 4.1.6.4 of the Booklet for information regarding Early Withdrawal Penalties.

#### Basic CD

Minimum deposit required to open account	\$1,000
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See section 4.1.7.4 of the Booklet for information regarding Early Withdrawal Penalties.

#### LIBOR Index CD

Minimum deposit required to open account	\$1,500
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See section 4.1.8.1.4 of the Booklet for information regarding Early Withdrawal Penalties.

## Bump Rate CD

Deposit required to open account	\$1,500 minimum, \$250,000 maximum
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See section 4.1.9.8 of the Booklet for information regarding Early Withdrawal Penalties.

## OVERDRAFT LINE OF CREDIT ACCOUNT

Overdraft Protection Line of Credit monthly fee	\$0
Overdraft Protection Line of Credit payment late charge	\$25

## WORLDCURRENCY® ACCOUNTS

Standard Currency Exchange Spread Less than 1% of the Wholesale Rate\*

\* If you ask us and we agree to conduct a Currency Exchange for you (such as when you add or withdraw funds from your account), we will convert the funds by calculating a Customer Exchange Rate. This rate is based on the application of our Spread to the prevailing Wholesale Rate and decreases with higher U.S. dollar transaction equivalents being exchanged, as follows:

Amount of Currency Exchange	Spread
≤ \$99,999.99	0.75%
\$100,000 - \$399,999.99	0.50%
\$400,000 - \$749,999.99	0.375%
≥ \$750,000	0.25%

Quoted Spreads may be greater than 1% and apply in cases where you ask us and we agree to permit you to “lock in” your rate in advance of your otherwise applicable Pricing Date. How we determine your Customer Exchange Rate is further described in the WorldCurrency Account Terms and Conditions in Section 5 of the Booklet. The specific conversion rate that you will receive for any currency exchange is not published in any newspaper, website or other publicly available source.

**Other WorldCurrency Account Fees.** As indicated below and described in more detail in the WorldCurrency Account Terms and Conditions in Section 5 of the Booklet, we may charge monthly maintenance fees on WorldCurrency Access Accounts. We do not charge monthly maintenance fees on WorldCurrency CD or CD Basket Accounts. Cash Management Accounts are U.S. dollar-denominated deposit accounts used to support the opening of WorldCurrency accounts as more fully described in Section 5 of the Booklet. Refer to disclosures for the specific type of account you elect to use as your Cash Management Account for more information on fees and transactions limitations, if any, applicable to such accounts.

Fees and transaction limitations applicable to WorldCurrency Accounts are listed below.

**Note:** Minimum initial deposit amounts stated below are in U.S. dollars. Initial deposits made in a foreign currency must equal stated U.S. dollar minimums based on exchange rates in effect on the day of deposit.

### WorldCurrency Access® Deposit Account—Money Market

Minimum deposit required to open account	\$2,500
Monthly maintenance fee	Varies*
Excess transaction fee in any month when you exceed the transaction limits for this account <sup>2</sup>	\$10

\* Any monthly maintenance fee charged to your account will be disclosed to you on your rate sheet at the time that you open your account, or on a separate disclosure that we will provide to you at least 30 days prior to

imposing or changing any monthly maintenance fee. In addition, any monthly maintenance fee will be charged in the Foreign Currency in which the applicable Access Account is denominated. See section 5.5.1.12 of the Booklet for additional information regarding the monthly maintenance fee.

### WorldCurrency CD Account

Minimum deposit required to open account	\$10,000
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See section 5.5.3.8 of the Booklet for information regarding Early Withdrawal Penalties.

### WorldCurrency CD Basket

Minimum deposit required to open account	\$20,000
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See section 5.5.4.9 of the Booklet for information regarding Early Withdrawal Penalties.

### WorldCurrency Access Deposit Account—Transaction

Minimum deposit required to open account	\$2,500
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Monthly maintenance fee	Varies*
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\* Any monthly maintenance fee charged to your account will be disclosed to you on your rate sheet at the time that you open your account, or on a separate disclosure that we will provide to you at least 30 days prior to imposing or changing any monthly maintenance fee. In addition, any monthly maintenance fee will be charged in the Foreign Currency in which the applicable Access Account is denominated. See section 5.5.2.4 of the Booklet for additional information regarding the monthly maintenance fee.

## MARKETSAFE® ACCOUNTS

### MarketSafe CD Account

Minimum deposit required to open account	\$1,500
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See section 6.3.1.4 of the Booklet for information regarding Early Withdrawal Penalties.

### MarketSafe Cash Account

Minimum deposit required to open account	\$1,500
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## WORLD MARKETS INDIVIDUAL RETIREMENT ACCOUNT SERVICE FEES

Closing Fees (Per IRA)	\$50
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## GENERAL SERVICE FEES

Account research or reconciliation (Per hour)	\$25
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Account transfer with our assistance	\$10
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Account verification letter	\$10
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ACH/EFT transaction out, with our assistance	\$0
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ATM transaction fees (Additional charges may be imposed by other financial institutions' ATMs)	\$0
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Attachments	\$50
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Bags—disposable night deposit bags (Per 100)	\$25
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Bags—night deposit bags with key <sup>3</sup>	\$20
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Bags—zipper bags <sup>3</sup>	\$2
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Bill Pay checks, deposited checks, and deposit tickets:

First copy (Per month)	\$0
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Additional copies	\$5
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Cashier's check	\$10
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Change order (Per order) <sup>3</sup>	\$5
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Check printing	Varies by style
Copy of statement, 1099, or 1098	\$5
Counter checks <sup>3</sup>	\$0.25
Courier service <sup>3</sup>	\$10
Deposit correction	\$5
Expedited Visa Debit Card	\$50
Expedited electronic bill payment	\$4.95
Expedited overnight check bill payment	\$14.95
Foreign Currency draft issuance	\$25
Garnishment	\$100
NSF (Insufficient Funds) item <sup>4</sup>	\$30
Interim account statement printout at Financial Center <i>(Per statement)<sup>3</sup></i>	\$5
Items sent for collection <i>(In addition to fees charged by other financial institutions)<sup>5</sup></i>	\$20
Foreign items sent for collection <i>(In addition to fees charged by other financial institutions)<sup>5</sup></i>	\$55
Legal process received fee	\$50
Levies	\$100
Mobile/Online Check Deposit	\$0
Online Bill Pay	\$0
Photocopies <sup>3</sup>	\$5
Photocopying checks written by you:	
First three copies <i>(Per month)</i>	\$0
Additional copies	\$5
Replacement Visa Debit Card	\$5
Returned deposited item <sup>6</sup>	\$10
Special delivery of letter-sized packages	
Next-Day Air Express	\$15
Two-Day Air Express	\$10
USPS Priority Mail	\$5
Stop payment item	\$30
Uncollected item fee	\$30
Visa Debit Card International Transaction Service Fee	2.0% of the amount of each transaction

#### WIRE FEES\*

Wire funds into EverBank <i>(from an international or domestic location)</i>	\$0
Wire U.S. dollars out of EverBank to a domestic location	\$25
Wire U.S. dollars out of EverBank to an international location, without a currency exchange	\$35
Wire Foreign Currency out of EverBank to an international location, without a currency exchange	\$65
Wire Foreign Currency out of EverBank to an international location, with a currency exchange	\$30

\* Additional fees may be charged by other financial institutions that handle your wire request on our behalf or on behalf of the wire's beneficiary. Please inquire about these fees at the time you request your wire



and refer to disclosures we may provide to you at that time. Foreign Currency exchange costs as described elsewhere in the Booklet will also apply if you ask EverBank to conduct a Foreign Currency exchange on your behalf in connection with a wire.

**DEBIT CARD LIMITATIONS\***

ATM withdrawals	\$600 per day
PIN Point of Sale (POS) purchases	\$1,500 per day
Signature POS withdrawals	\$2,500 per day

*\*ATM and POS transactions may also be limited in amount by the ATM owner or merchant.*

1. This minimum deposit amount to open is waived if the account serves as your Cash Management Account for any WorldCurrency or Metals Select Account. Please note that only one account at any time can serve as your Cash Management Account.
2. Refer to the Booklet for more information regarding these limits, which are a matter of federal law and generally restrict you to six (6) transfers or withdrawals per month.
3. Applies to in-Financial Center service only.
4. This fee applies to cases where available funds are not sufficient to cover items presented and we decline to pay them. This fee is unrelated to our Overdraft Protection services, which are discussed elsewhere in the Booklet and, if available to you, may enable you to avoid Insufficient Funds (NSF) fees. This fee is limited to 2 per day per account.
5. Intermediate banks and/or the paying bank may charge a fee to process any of the deposited drafts, whether sent for collection or sent for immediate credit. EverBank does not know the amount of and does not benefit from any such fees. The amount of any such fees will be deducted from the funds deposited to your account.
6. This fee will not be assessed against New York or Vermont residents.

## 3.0. GENERAL TERMS FOR ALL PERSONAL ACCOUNTS AND SERVICES

### 3.1. GENERAL TERMS

This General Terms section is a part of your Account Agreement for your deposit accounts, including World Markets® Accounts, and **non-FDIC insured** Metals Select® Accounts. Your Account Agreement is a contract establishing the rules controlling your personal accounts with EverBank. By signing (manually, electronically, or otherwise) or submitting (electronically, orally or otherwise) an EverBank® Account Application or other form when you open or request an account, product or service, or by otherwise opening or using an EverBank account, product or service, you agree that you will be bound by the terms of your Account Agreement together with all amendments thereto in effect from time to time. Also included within your Account Agreement are the Specific Terms sections applicable to your specific accounts, the Deposit Account Fee Schedule, and the Metals Select Account Fee Schedule applicable to your accounts. In the event that any provision of the Account Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. In the event of a conflict between a provision of these General Terms and a provision of a particular section of Specific Terms, including definitions, the latter shall control.

#### 3.1.1. GENERAL DEFINITIONS AND MEANINGS

As used in this Account Agreement, the words "You," "Your," and "Account Holder" refer to each person opening or authorized to control the account, and each Authorized Signer of the account, or anyone else with the authority to exercise limited control over the account, unless context requires otherwise. The words "We," "Us," "Our," and "EverBank" refer to EverBank and to any successor or assignees. The headings in this Account Agreement are only for convenience. Unless it would be inconsistent to do so, words and phrases used in this Account Agreement should be interpreted to mean that the singular includes the plural and the plural includes the singular.

#### 3.1.2. YOUR LIABILITY

You agree for yourself (and for the person or entity you represent, if you sign as a representative of another) to the terms of this Account Agreement. You authorize us to deduct all charges listed in this Account Agreement (including, without limitation, those fees in the Deposit Account Fee Schedule and Metals Select Account Fee Schedule), or otherwise disclosed to you, directly from your account balance as accrued. You will pay any additional reasonable charges for services you request that are not covered by this Account Agreement.

#### 3.1.3. LIMIT OF OUR LIABILITY

You agree that the amount of any claim you have against us in connection with any account or banking transaction with us, whether brought as a warranty, negligence, wrongful dishonor, or other action, is subject to reduction on the basis of failure on your part (or on the part of your agents) to use reasonable care. **YOU FURTHER AGREE THAT OUR LIABILITY WITH RESPECT TO ANY SUCH CLAIM WILL BE LIMITED TO THE FACE VALUE OF AN ITEM IMPROPERLY DISHONORED, OR THE ACTUAL VALUE OF ANY DEPOSITS NOT PROPERLY CREDITED. YOU AGREE ALSO THAT NO LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES WILL EXIST OR BE ASSERTED BY YOU AGAINST US.**

#### 3.1.4. ASSIGNMENTS/TRANSFERS

Your rights under this Account Agreement may not be transferred by operation of law or otherwise. In addition, your accounts may not be transferred or assigned by you, without our prior consent or as required by law. However, your obligations under this Account Agreement will be binding on your heirs, successors, estate, personal representatives, agents, beneficiaries, transferees or assignees, if any. We may transfer your accounts to another depository institution, and assign this Account Agreement and our related rights and obligations, at any time and without prior notice to you or your consent, except as may be required by law.

### 3.1.5. BUSINESS DAYS

Except as otherwise provided herein, for the purposes of this Account Agreement, every day is a business day ("Business Day") except Saturdays, Sundays, and federal holidays.

### 3.1.6. DEPOSITS

We may refuse, accept for collection only, or return all or part of any deposit. We will give you only provisional credit until collection is final for any item, other than cash, that we accept for deposit (including items drawn "on us"). Provisional credit means that we may take the funds out of your account if the deposited item is not actually collected. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in United States dollars. Interest is paid only on collected funds, unless otherwise provided by law or our policy. REFER TO THE FUNDS AVAILABILITY DISCLOSURE IN THIS BOOKLET FOR ADDITIONAL INFORMATION.

### 3.1.7. ENDORSEMENTS

We may accept for deposit any item payable to you or your order, even if the item is not endorsed by you. At our option, we may endorse and/or collect items deposited to your account without your endorsement. We may instead, in our sole discretion require your personal endorsement prior to accepting an item for deposit. Each of you authorizes each other person signing the signature card or account application to endorse any item payable to you or your order for deposit to your account or any other transaction with us. You warrant that all endorsements on items deposited by you are genuine.

### 3.1.8. WITHDRAWALS

All withdrawals and transfers are subject to availability of funds in your account and to any special limitations for the particular type of account described in this Account Agreement, including in the Specific Terms section in this Booklet related to your account or in other disclosures you receive. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs (manually, electronically, or otherwise) in the space designated for signatures on the signature card or otherwise in our records, may withdraw or transfer all or any part of the account balance at any time. We may charge your account for a check even though payment was made before the date of the check, unless we have received notice of the postdating as required by this Account Agreement (refer to Postdated Checks below in this Booklet). We may, in our sole discretion, refuse any withdrawal or transfer request that you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted (see Transaction Limitations in the Specific Terms section in this Booklet related to your account), or which is for an amount greater or less than any withdrawal limitations. Even if we honor a non-conforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (instead of the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Disclosure in this Booklet for information about when you can withdraw funds you deposit. Withdrawals from a time deposit account prior to maturity (an "Early Withdrawal") or prior to any notice period may be further restricted and may be subject to penalty. See the Specific Terms section in this Booklet related to your account for information on Early Withdrawal penalties of time deposits.

**3.1.8.1. Large Cash Withdrawals.** We may require advance notice to fulfill a large cash transaction at your request, such as a request to withdraw a large amount of cash from your account or to cash a large check. It is within our discretion to refuse to honor your request if we believe that honoring the request would cause undue hardship or security risk to any party. If we honor your request, we may require the transaction to be conducted at a specific location or by an armored courier service acceptable to us and at your own risk and expense. We are not responsible for providing for your security in such transactions.

**3.1.8.2. Debit Card Limitations.** ATM and POS transactions may also be limited in amount by the ATM owner or merchant. See the Deposit Account Fee Schedule for debit card transaction limitations.

### 3.1.9. SUB-ACCOUNTS

EverBank may establish, on your behalf, a master account and two sub-accounts. All information made available to you about your account will be at the master account level. The sub-accounts will consist of a savings account and a transaction account. Both sub-accounts will earn the same rate of interest. At the beginning of each statement period, we will allocate funds between the two sub-accounts, as we deem appropriate. Checks received by us, drawn against your master account, are presented for payment against the transaction sub-account. Funds are transferred from the savings sub-account to cover checks presented against the transaction sub-account as needed. On the sixth transfer from the savings sub-account during a given statement period, all of the funds on deposit in the savings sub-account will be transferred to the transaction sub-account.

### 3.1.10. OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to your account depending on the form of ownership and any beneficiary designation specified on our account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Some forms of account ownership may not be available on all types of accounts.

**3.1.10.1. Individual Account.** An account in the name of one person only, primarily used for personal, family or household purposes. Funds in the account may be paid only to that individual or to someone to whom that individual has given a power of attorney, or as otherwise may be required or permitted by law.

**3.1.10.2. Joint Account With Survivorship (And Not As Tenants In Common).** An account in the name of two or more persons, primarily used for personal, family or household purposes. Each of you intends that when you die, the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, the survivors will own the balance in the account as joint tenants with survivorship and not as tenants in common. By opening any joint account, each of you agrees that any one of you may deal with us on account matters as if that person were the only Account Holder. In such cases, no Joint Account Holder is required to provide notice to the other Joint Account Holder(s) when making transactions in the account. The authority of each Joint Account Holder includes, without limitation, the authority to:

- make withdrawals, including a withdrawal of the entire balance, without the signature of the others;
- close the account;
- agree to modifications of the account (including a change of address) and Account Agreement; and
- generally deal with us as if each Joint Account Holder alone were the sole holder of the account. Each of you appoints each other Account Holder with power of attorney to endorse any check, draft or other item payable to any one or more of you and to cash or deposit the same. The entire balance of a joint account may be paid to a creditor or other claimant of any one of the joint Account Holders pursuant to legal process including, but not limited to garnishment, suggestion, or execution. Any joint Account Holder may pledge or encumber the account unless we receive written notice from another joint Account Holder prohibiting the pledge or encumbrance and we agree in writing to honor the prohibition. In addition, each of you is jointly and severally liable to us with respect to all matters relating to the account.

If we choose to (but we are not required to) we may require joint action by all of you with respect to any matter concerning the account. You also agree that we can provide notice to any one of you regarding the joint account without having to provide notice to any other Joint Account Holder. However, you agree that we may provide any and all account records and statements (including without limitation tax reporting records) to each Joint Account Holder.

**3.1.10.3. Tenants By The Entirety.** An account in the name of two married persons, primarily used for personal, family or household purposes. By allowing you to title your account(s) as Tenants By The Entirety, we make no representation and express no opinion as to the applicability of the

designation to your account or the funds placed in the account. Each of you intends that, when you die, the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor. By opening an account as Tenants By The Entirety, each of you agrees that any one of you may make withdrawals without the signature of the other. Each of you appoints each other Account Holder with power of attorney to endorse any check or draft payable to any one or more of you and to cash or deposit the same.

**3.1.10.4. Custodial Account.** Generally, a custodial account is established under the applicable state Uniform Transfers (or Gifts) to Minors Act and used for the transfer of money to a minor. The transfers are complete and irrevocable and the funds in the account belong to the minor but are controlled by, and listed in the name of, the custodian. The law of the state where the custodian resided when the account was opened determines when the minor reaches the age of majority under the applicable Uniform Transfers (or Gifts) to Minors Act. Until the minor reaches the age of majority, withdrawals are paid only upon the signature of the custodian or as required or permitted by law. The minor has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit. The custodian is the only party authorized to act on the account until the minor reaches the age of majority.

**3.1.10.5. Trust And Other Fiduciary Accounts.** A fiduciary account is one that is established by a fiduciary pursuant to a written trust agreement or court order, which shall include Letters Testamentary/Administration. A fiduciary account can be set up by one or more fiduciaries as Account Holder(s) for one or more beneficiaries. If the fiduciary account is being established for a trust, we may require the Account Holder to provide a full copy of the written trust agreement. We also may require the Account Holder to provide us a trustee's certificate, in a form approved by us, or any other evidence of the trust's existence that we believe to be appropriate in our sole discretion. By accepting the written trust agreement, we in no way assume any responsibility to review or comply with the terms of the trust agreement. We shall not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement that provides otherwise. Opening other fiduciary accounts will also require documentation acceptable to us regarding the existence of the relationship and the authority of the fiduciary. No beneficiary shall have any rights regarding the account. Upon the death, incapacity or replacement of a fiduciary, as shown by evidence satisfactory to us, we shall rely upon the instructions of the successor fiduciary(ies).

Fiduciary accounts may also be used for estate administration, guardianships, and other court-ordered accounts. You must provide us documentation satisfactory to us before you may open this type of account. For an account established by court order, a court order may be required to disperse funds from the account. If more than one Account Holder is named as fiduciary on the account, we shall act on the signature of any one Account Holder (see Joint Account section above), regardless of whether any other Account Holder(s) named on the account as fiduciary is incapacitated or deceased. **We shall have no duty to monitor the account to determine the status of the fiduciary or beneficiaries, or whether the fiduciary complies with his or her duties.** You agree to hold us harmless from any liability, claim or expense (including attorneys' fees and disbursements), as incurred, for any actions or non-actions of your fiduciary.

**3.1.10.6. Irrevocable Trust.** If the account is established for an irrevocable trust, the Account Holder must provide a copy of the written trust agreement and trustee certification(s) or other evidence satisfactory to us of the written trust agreement's existence. By accepting the written trust agreement, we in no way assume any responsibility to comply with the terms of the trust agreement. We shall not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement that provides otherwise.

**3.1.10.7. Payable-On-Death (POD) Account.** For the purposes of this section, a single POD account means a voluntary and revocable POD, Totten Trust, or similar trust account opened by one person who names another as payee or beneficiary. For the purposes of this section, a joint POD

account means a voluntary and revocable POD, Totten Trust, or similar trust account opened by two or more persons who name another as payee or beneficiary. Beneficiaries or payees cannot withdraw funds from single or joint POD accounts unless:

1. all persons creating the account die;
2. the beneficiary or payee is then living; and
3. any required release-of-funds procedures have been completed.

If two or more named beneficiaries survive the death of all persons creating the single or joint POD account, such survivors will own the account in equal shares, without right of survivorship. The person(s) creating a single or joint POD account reserve the right to take any of the following actions at any time:

- change beneficiaries or payees;
- change account types;
- withdraw all or part of the deposit; or
- close the account.

### **3.1.11. POWER OF ATTORNEY**

If you want to grant someone power of attorney to transact business on your account on your behalf, you must provide a document that is satisfactory to us. We have no obligation to review the legal validity of any power of attorney, and you agree that we are entitled to rely on any power of attorney that you provide to us. However, unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. If you do provide us with a power of attorney document, we may, at our option, accept the attorney-in-fact's authority on your behalf without question until we receive written notice that the power of attorney has been revoked or terminated and we have had a reasonable time to act on such written notice.

### **3.1.12. STOP PAYMENTS**

At your request and risk, we may accept a written, electronic, or oral stop-payment order on any check drawn on, or Automated Clearing House (ACH) debit from, your account (including a temporary stop-payment order for a postdated check). Any stop-payment order must specify the account number, the check number or the ACH serial number, the amount, the date of the check or ACH debit, and the payee. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable if we incorrectly make the payment or do not make the payment. A stop-payment order must be given in the manner required by law and must be received by us in time to give us a reasonable opportunity to act on it, usually a minimum of three (3) Business Days. We will honor a stop-payment request by any joint Account Holder, whether or not that joint Account Holder signed the item. If you orally contact us to stop a payment, we may require you to put your request in writing and deliver it to us within 14 calendar days, and if we do, then your original oral order will be binding on us for only 14 calendar days, after which we may terminate the oral stop-payment order, unless we receive your written confirmation within that period. In any case, written stop-payment orders will be effective for at least six (6) months as provided by law or our policy, and if we have not disclosed our policy to you, you may ask for information on it. We are not obligated to notify you when a stop-payment order expires. You agree to hold us harmless for any check or debit on which you have requested a stop-payment and to indemnify us against any loss, expense, and cost incurred due to our refusal to pay such check or debit. If an official check is lost or stolen and you request that a stop-payment order be placed on such check, we may place such a stop-payment order under certain circumstances. You must provide to us a written statement of the loss and must provide an indemnification in a form acceptable to us that will protect us in case the original check is presented. We may delay reimbursing you for the original check until we are reasonably sure that the original check will not be presented. The placement of a stop-payment on an official check is solely at our discretion. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to

enforce payment against you despite the stop-payment order. If you place a stop-payment order, you agree to pay a fee for each stop-payment, in the amount set forth in the Deposit Account Fee Schedule.

### 3.1.13. POSTDATED CHECKS

We may pay any checks or other items presented against your account without regard to the date of the item. If you do not want us to pay a postdated check, you must place a stop-payment on the postdated check by complying with our stop-payment policy. If you do not provide appropriate notice to us of a stop-payment, you acknowledge and agree that (a) we are under no obligation to verify the date of the check, (b) you authorize us to pay the check and debit your account for the amount, even if the check is presented for payment prior to the date written on the check, (c) we may return the postdated check in our sole discretion, and (d) we will not be liable to you or any payee or payor if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.

### 3.1.14. STALE-DATED CHECKS

We are not obligated to pay a check presented for payment more than six (6) months after its date. However, we may pay such a check and charge your account without liability, even if the presentation occurs after the expiration of a stop-payment order. If you do not want us to pay a stale-dated check, you must place or renew a stop-payment order on the check in the manner we describe in this Account Agreement.

### 3.1.15. ORDER OF POSTING WITHDRAWALS

**3.1.15.1. Generally.** We post (or pay) cash transactions conducted in Financial Centers, wire transfers, and bank checks during the day at the time of the transaction. Most other transactions are posted to your account during our nightly processing each Business Day. Transactions conducted by you or received by us on non-Business Days are processed on the next Business Day in which we receive the transaction. First, we post deposits received prior to the day's cut-off time or from the previous Business Day (see the Funds Availability Disclosure in this Booklet). Then, we post your withdrawals, including ATM and other debit card transactions, transfers and checks in accordance with the schedule below.

**3.1.15.2. Categories Of Withdrawals.** As part of our process for posting withdrawals, we reserve the right to: (a) establish different categories of withdrawals, (b) establish a posting order for categories of withdrawals, and (c) within each category of withdrawals, establish different posting orders for the items within that category. We reserve the right to change the categories of items and the posting order of any category or any items within a category at any time, without notice to you (unless notice is required by law).

**3.1.15.3. Order Of Posting.** We pay some categories of withdrawals and each withdrawal within a category as follows:

Order	Category	Order Of Transactions Within Category
1	<b>Cash Transactions</b> – Cash withdrawals at a Financial Center, wire transfers and bank check purchases	Withdrawals in this category are paid intraday at the time of the transaction.
2	<b>ATM and Debit Card Transactions</b>	Withdrawals or transfers conducted with your ATM or Visa® Debit Card are paid during end of day processing and are posted by date and time received.

3	<b>Bill Pay and Other Financial Center Transactions</b> – Bill Pay transactions, transfers requested at Financial Centers, checks deposited by others that have EverBank accounts at Financial Centers	Withdrawals in this category are paid during end of day processing and are paid from highest-to-lowest dollar amount.
4	<b>All Other Transactions</b> – All other checks and all other automatic payments (ACH transactions)	All other withdrawals are paid during end of day processing and are posted from highest-to-lowest dollar amount.

### 3.1.16. INSUFFICIENT FUNDS AND RETURNED DEPOSITED ITEMS

**3.1.16.1. Your Liability.** To minimize the risks of overdrafts and associated fees, we encourage you to make careful records and practice good account management. Overdrafts can be created by writing checks, in-person withdrawals, ATM withdrawals, debit card transactions, Bill Pay transactions, automated clearing house transactions, deposited items that are dishonored, electronic transactions or through other transactions.

**You can avoid account overdrafts through the use of our Overdraft Protection services (either our automated account transfer service or, if you qualify, our Overdraft Protection Line of Credit, each described elsewhere in this Booklet).**

If funds are not available to cover withdrawals or other transactions (including through available Overdraft Protection), these transactions will be declined, resulting in NSF fees as described in our Deposit Account Fee Schedule. If funds are available when the transaction is authorized, but not at the time of settlement, we will not assess an overdraft or other fee for ATM and one-time debit card transactions that we pay and that therefore result in a negative balance.

However an overdraft is created, you agree to be jointly and severally liable, in an individual capacity, for any account shortage resulting from charges, overdrafts and returned deposited items, including shortages within or above your approved credit limit. You have this joint and several liability whether the overdraft is caused by you, another with access to your account, or by a person that provided you an item that is deposited to your account but returned by us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item, requested the debit or withdrawal, or benefited from the charge, overdraft, or returned item. You are responsible for reimbursing us for all overdrawn checks or other withdrawal, transfer, or debit requests, regardless of when or why they were returned. In addition, unless your account is a Traditional or Roth Individual Retirement Accounts (IRA), (a) your liability includes our costs to collect any account shortage, including, to the extent permitted by law, our court costs and reasonable attorneys' fees; and (b) you are responsible for all Insufficient Funds (NSF) Item and Returned Deposited Item fees. Your liability under this section is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available including deposits that may be received from the Social Security Administration or other governmental agency or department.

**3.1.16.2. Our Election To Pay Or Return.** If a check you write or any other transfer or withdrawal request is presented for payment against your account, or if we otherwise receive notice of such check, transfer, or withdrawal request, and there are not sufficient funds available in your account (due to insufficient funds, uncollected items, or otherwise), we shall have the authority, in our sole discretion, to either (a) make payment in accordance with such check, transfer, or withdrawal request in any order at our option; or (b) return the check, transfer, or other withdrawal unpaid. In either case, we are not liable to you for doing so. If we decide to pay the check, transfer, or withdrawal request, you agree to reimburse us immediately for the amount of the overdraft. Should we decide to pay an overdraft, we will not be obligated to do so again in the future.

**3.1.16.3. Insufficient Funds Fees.** Unless an overdraft is caused by use of an ATM or a one-time use of a Visa Debit Card (including if funds are available when the transaction is authorized, but not at the time of settlement), you will be liable for an Insufficient Funds (NSF) Item fee as stated in the Deposit Account Fee Schedule, even if the transfer or withdrawal request was made by an



Account Holder or Authorized Signer other than you. If we decide not to pay the check, transfer, or withdrawal request, we will charge you an Insufficient Funds Item fee. In any Business Day, if we receive more than one withdrawal for payment and if we determine that there are not sufficient funds available in your account for the withdrawals, then the number of withdrawals paid and the number of Insufficient Funds Item fees charged to your account could be affected by the order that we choose to pay and post those withdrawals. For example, if we pay withdrawals in the order of the highest dollar amount to the lowest dollar amount you may be charged more Insufficient Funds Item fees than if we have paid those withdrawals in a different order. **However, we will not charge more than two (2) Insufficient Funds item fees on any single account for transactions processed in any single Business Day.**

**3.1.16.4. Returned Deposited Item Fees.** If you deposit an item to your account that is returned unpaid, you are obligated to pay us the Returned Deposited Item fee in the amount as stated in the Deposit Account Fee Schedule in this Account Agreement.

**3.1.16.5. Other Effects Of Overdrafts And Returned Items.** In the event of overdrafts and returned items, we may also close your account without notice unless notice is required by law.

### **3.1.17. TELEPHONE TRANSFERS**

A telephone transfer of funds from one of your accounts with us to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. These limitations include any limitations on the number of transfers per month as disclosed for your account in the Specific Terms section in this Booklet related to your account.

### **3.1.18. AMENDMENTS AND TERMINATION**

We may change any term of this Account Agreement at any time. Rules governing changes in interest rates are provided separately. For other changes, we will give you notice of changes when required by law. A current copy of this Account Agreement is always available on our website. We may also close your deposit account(s) with us at any time, upon reasonable notice to you and tender the account balance to you by mail. If we believe that it is necessary to close your account immediately in order to limit losses by you or us, we may close your account prior to providing notice to you. Notice from us to any one of you is notice to all of you.

### **3.1.19. SIGNATURES**

**3.1.19.1. Signature Card.** As part of our account opening processes, you will be required to sign a signature card. The signature card (which we may collect from you by electronic means) is one of the methods we use to confirm your authorization for an account and the transactions conducted on the account. We may require that you and anyone whom you authorize to conduct transactions on your account sign the signature card for, at a minimum, the first account you open with us. If we do not receive a signed signature card within 30 days of the date your initial deposit is received, we reserve the right to restrict certain transactions on your account. These transaction restrictions may include, but are not limited to, restrictions on wire transfers, official check requests, nonproprietary ATM transactions, check or other debit activity. We also reserve the right to close the account if a signature card is not signed by all Account Holders within 60 days. Your signature card authorizes us to open additional accounts for you in the same name as the Account Holders on the signature card when we receive further applications from you or requests for additional accounts. For a joint account, each of you signing the signature card for a joint account authorizes your Joint Account Holder to open additional joint accounts in your names without any additional signature from you.

**3.1.19.2. Authorized Signer.** Authorized Signers are merely designated to conduct transactions on the Account Holder's behalf. We have no obligation to monitor transactions conducted by an Authorized Signer to ensure or confirm the transactions are made on the Account Holder's behalf.

**3.1.19.3. More Than One Signature Required.** We usually will not accept accounts that require more than one signature. Therefore, checks and other withdrawal or transfer requests may be paid on one signature notwithstanding any instructions to the contrary, unless required by court order or other law or legal process.

We may, however, in our sole discretion, permit an account that requires two authorized signatures or two personal identification numbers (PINs) to make withdrawals, transfer funds, or otherwise transact business on the account. The acceptance of such an account authorization process must be given in writing by us, subject to our then-current procedures for such accounts.

**3.1.19.4. Restrictive Legends.** We are not required to honor any restrictive legends on checks that you write, unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.” We are not responsible for any losses, claims, damages or expenses that may result from placement of these or other special instructions on checks, unless we have agreed in writing to such instructions or restrictions, and in such case our liability to you is limited as provided in this Account Agreement. We may, but are not obligated to, pay or accept items bearing restrictions or notations. You agree that if you write or accept an item with such restrictions or notations, such is between you and the payee, payor, endorser, or drawer, as the case may be, and such shall have no effect on us.

**3.1.19.5. Facsimile Documents.** In our sole discretion, we may accept signature cards, agreements or other documents that you have signed and sent to us by electronic means, including but not limited to fax, email, or other file transmittal processes we might offer. If you do send us any such document by electronic means, you agree that we may rely on it and on your signature, and that the document is binding on you even if you do not deliver the original signed document to us.

### **3.1.20. YOUR RESPONSIBILITIES**

You agree to exercise reasonable control over all bank checks, unused checks, time deposits or CDs, PINs, passcodes or other access codes or devices, debit cards, and any other item, instrument, or cards related to your account. You agree to notify us immediately if any of these things is or may have been lost, stolen, or used without your authorization, or if you believe there is an error on your periodic statement. We may issue replacements for lost or stolen checks, CDs, PINs, debit cards, or other items, instruments, or cards, but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to close your account to help prevent future losses.

**3.1.20.1. Checks And Items Other Than Electronic Fund Transfers.** You must review your statements, checks, confirmations, debit slips, items, and other records sent or made available to you with reasonable promptness. You agree that “reasonable promptness” means within 14 days of the statement date or the date the checks, confirmations, debit slips, or other items or records were sent or made available to you. You must notify us of any discrepancy between your records and the information shown on the periodic statement within 14 days after we sent or made available to you the periodic statement showing the discrepancy. If you fail to notify us within this time period, then you cannot claim or recover from us any losses for (a) your unauthorized signature or any alteration on any items or other withdrawal requests, if we also prove that we suffered a loss by reason of your failure to timely notify us, and (b) your unauthorized signature or alteration by the same wrongdoer on any other item paid by us in good faith if we made the payment before you notified us about the unauthorized signature or alteration. In addition, if you fail to notify us of (a) any unauthorized signature or alteration within 180 days, or (b) any unauthorized endorsement within one year, of such periodic statement sent or made available to you, you shall be precluded from asserting against us the unauthorized signature, alteration, or endorsement, and you hereby waive all such claims, including without limitation claims for interest, costs or attorneys’ fees. Furthermore, you shall be liable to us for all losses incurred by EverBank as a result of such failure to timely notify us.

**3.1.20.2. Electronic Fund Transfers.** See the Electronic Fund Transfer Disclosures and Agreement in this Booklet for your responsibilities for electronic fund transfers.

### **3.1.21. ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your address, phone number, email address, or name, and of any changes in your Authorized Signers. Informing us of your address or name change on a check reorder form is not sufficient. Unless we agree otherwise, at least one of the Account Holders must make a change of address, phone number, name, or Authorized Signer in

writing. We will attempt to communicate with you only by use of the most recent address you have provided to us. In addition, all notices required by law or otherwise will be sent only to the most recent address you have provided to us. You agree that any notice or communication sent to you at the address in our records shall be effective unless we have received an address change notice from you and we have had a reasonable time to act on it.

### **3.1.22. DIRECT DEPOSIT AND ELECTRONIC TRANSFERS**

Under the rules of the National Automated Clearing House Association that are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. If, in connection with a direct deposit or electronic transfer, we deposit any amount in an account that should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

### **3.1.23. SETOFF**

We have a right to use the money in any of your accounts or any of your other assets with us or any of our affiliates to pay your debts to us or our affiliates. This is called a right of "setoff." This section explains our right of setoff.

If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates [even if it is ultimately determined that the amount is not owed], we have the right under law and under this Account Agreement to pay the debt by using the money from any of your accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, (b) when the debtor's right of withdrawal from the account or access to another asset held with us only arises in a representative capacity, or (c) to a credit card holder's indebtedness arising from a consumer credit transaction.

Our right of setoff can arise in several different ways. For example, we have this right of setoff if you fail to maintain sufficient funds in your account(s) for your transactions or if you otherwise fail to timely pay your debts to us or one of our affiliates. If we do exercise this right of setoff, it will be exercised against your accounts and assets in the following order of priority to the extent permitted by law: (a) liquid assets in another of your accounts with us or with any of our affiliates, (b) any matured certificate of deposit (CD) awaiting rollover or payment to you, (c) any other CD held with us, and (d) any fully paid securities in any account held with us or one of our affiliates. Refer to the EverBank Asset Manager Service—Important Information section in this Account Agreement for further information on our right of setoff with respect to any of your securities carried at the clearing agent of EverTrade Direct Brokerage, Inc. ("EverTrade" or "EverTrade Direct Brokerage").

When we exercise our right of setoff, we may sell and/or transfer any and all of your securities or other property in order to satisfy your obligations. We may do this at any time and without prior notice to you unless required by law.

We may setoff the funds in your accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the account or asset owners) having the right of withdrawal in the accounts or right to the asset, to the extent of such person's or legal entity's right to withdraw or obtain the asset. We may use the money from your accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a CD, which has not matured, must be liquidated to cover any overdraft.

In the case of a partnership or joint account, each partner or joint account or asset owner of the account agrees that we may use the money in the partnership or joint account to satisfy any one of their individual obligations to us. Similarly, each partner or joint account or asset owner agrees that we may use the money in his or her individual accounts to satisfy obligations in the joint account or partnership account. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we setoff, including any balance the due date for which we properly accelerate under the note.

You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any claim or liability arising as a result of our exercise of our right of setoff.

You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Account Agreement and by applicable law.

### 3.1.24. FACSIMILE SIGNATURES

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders or transfer or debit requests, but we may honor facsimile signatures in our sole discretion. If we do honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders or transfer or debit requests for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as it resembles the facsimile signature specimen filed with us and contains the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

### 3.1.25. FDIC INSURANCE

Funds in your deposit account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) up to the limits established by the FDIC and backed by the full faith and credit of the United States. The total amount of insurance coverage you have at EverBank depends on the number of accounts you have with us and the ownership of those accounts. If you would like additional information on FDIC insurance, you may ask us or visit the FDIC online or call 1.877.ASK.FDIC (1.877.275.3342) or 1.800.925.4618 (TDD). Current FDIC insurance coverage is \$250,000 per depositor per category of account ownership.

If your deposit is held in a currency other than United States dollars, FDIC deposit insurance does NOT insure against any loss in the value of your account due to foreign currency value fluctuations. The amount of deposit insurance available for funds denominated in a foreign currency will be determined and paid in the United States dollar equivalent of the foreign currency, as the value of such foreign currency is determined by the FDIC under its regulations, on the institution's date of default.

EverBank Metals Select products:

Are Not FDIC Insured	Are Not Bank or Government Guaranteed	Are Not Deposits of EverBank	May Lose Value
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Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision. Please refer to the Specific Terms - Metals Select Accounts section in this Booklet for additional information.

### 3.1.26. TAXPAYER IDENTIFICATION NUMBER; BACKUP WITHHOLDING/TIN CERTIFICATION

Federal law requires us to obtain the Taxpayer Identification Number (TIN) applicable to all accounts. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number; for legal entities, this is your Employer Identification Number (EIN). If you are a sole proprietor or a single-owner limited liability company, you may use your SSN or EIN in accordance with applicable law.

Federal tax law may require us to report to the Internal Revenue Service (IRS) interest and other payments we make to you from time to time, and to include your TIN. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS, on your behalf, a percentage of the interest earned on funds in your account(s) as federal income tax. This is known as backup withholding. Backup withholding taxes are sent to the IRS and cannot be refunded by us. We will not have to deduct backup withholding from your interest if, when you open your account, you certify your TIN and certify that you are not subject to backup withholding. There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

### **3.1.27. OBTAINING CREDIT INFORMATION**

You authorize us to make any credit, employment, or other investigative inquiries we deem appropriate (including, without limitation, obtaining a consumer report) in connection with our determination to open, renew, update, maintain, or collect on your account. 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.

### **3.1.28. 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 by phone or mail using the contact information listed at the end of this Booklet. 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 appropriate 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.

### **3.1.29. NEGATIVE CREDIT REPORTS**

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULT ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT. IN ADDITION, AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.

### **3.1.30. ADDRESS INFORMATION AUTHORIZATION**

You authorize us to, but we are not obligated to, obtain information about your current address from motor vehicle departments. We may obtain this information prior to opening your account or when reviewing your account from time to time.

### **3.1.31. ACCOUNT ADJUSTMENTS**

We may make adjustments to your account from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if deposits are posted for the wrong amount, or to the wrong account, or if items are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

### **3.1.32. CHANGING ACCOUNT PRODUCTS**

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time deposit (CD) account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to the other product on the date specified in the notice.

### **3.1.33. TRANSACTIONS BY MAIL**

You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to

ensure that the check is credited to the correct account. You should use either the pre-encoded checking deposit slips found behind your checks in your checkbook, or an EverBank Deposit Slip and envelope. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. You will be responsible for any loss or expense caused by your failure to properly identify the account to which a deposit is made or intended to be made. Following your deposit, examine your statement carefully or call us to ensure that we received the item. **DO NOT SEND CASH THROUGH THE MAIL FOR DEPOSIT. WE CANNOT BE RESPONSIBLE FOR YOUR LOSS IF YOUR DEPOSIT IS LOST, STOLEN, OR MIS-DELIVERED BEFORE WE RECEIVE IT.**

#### **3.1.34. LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

If we are served with a subpoena, restraining order, writ of attachment, or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), or if we are required to suspend payment by any law or regulation, we will comply with such legal action or other requirements to suspend payments. Payments will be suspended until final resolution of such legal action or similar process or until the applicable law or regulation authorizes resumption of payments. This is true even if such suspension or compliance may be due to errors arising from similarity of names or other mistakes. If your account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment, or other levy, even if paying the money from your account leaves insufficient funds in your account to pay your items or in any way restricts access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **3.1.35. FORCE MAJEURE**

Notwithstanding anything to the contrary in this Account Agreement, neither you nor EverBank shall be liable in damages for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond your or EverBank's reasonable control. Some of those circumstances are: acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), Non-Deliverable Currency or other currency restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. **We may close your non-United States dollar account(s), including any WorldCurrency Access® Deposit Accounts, WorldCurrency® CDs, or WorldCurrency® CD Baskets, or convert them to United States dollars at any time, if we deem such action prudent, necessary or appropriate, in our sole discretion, in response to such circumstances.** If we do close your non-United States dollar account(s) or convert the funds in such account(s) to United States dollars as described above, we will not have any liability to you resulting from changes in the value of those non-United States dollars or resulting from the timing of our closing the account or converting the currencies to United States dollars.

#### **3.1.36. DEATH OR ADJUDICATION OF INCOMPETENCE**

You agree to notify us immediately, and provide evidence to us, sufficient in our reasonable discretion, of the death or court-declared incompetence of any Account Holder or Authorized Signer on your account. We reserve the right to prevent withdrawal from your account upon the death of any Account Holder until all required release-of-funds procedures are completed. We further reserve the right to honor or dishonor, in our discretion, upon the death or any court-declared incompetence of any Account Holder or Authorized Signer, all checks, items, and instructions until all required procedures to establish substitute or additional Account Holders, Authorized Signers, or both, are completed. We also may, in our discretion, freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to an Account Holder if an owner dies or if an owner is adjudicated incompetent. If you give us instructions regarding your time deposit (CD) account that are to be effective upon

maturity of your account, and you or another Account Holder of the account dies or is adjudicated incompetent prior to maturity of the account, the instructions may be ineffective if we receive written notice of death or legal incompetence prior to honoring such requests. We may continue to honor your checks, items and instructions until: (a) we know of the death or incompetence of any Account Holder or Authorized Signer and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence for up to 10 days after your death or legal incompetence unless ordered to stop-payment by someone claiming an interest in the account.

### **3.1.37. CHECK STORAGE AND COPIES**

You agree that you will not receive canceled checks issued from your account. We will store canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

### **3.1.38. CHECK ORDERS AND FORMATS**

For some products you may order blank checks from us by completing a check reorder form. Printed check order fees will be debited from your account and will appear on your monthly account statement. If you order checks from a separate vendor, those checks may not meet our format or encoding requirements. At our sole discretion, we may refuse to honor or accept checks or other forms that you create or other companies provide that do not meet our format or encoding requirements, and may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. You are liable for all claims, costs, losses and damages that may result from the use of a non-standard check or deposit ticket. If we do honor a non-conforming check, we may impose (and you agree to pay) a check processing fee.

### **3.1.39. CHECK SIGNATURE VERIFICATION AND NOTATION**

Checks written on, and other items debited from, your account may be processed mechanically based on information encoded on such checks or other items. Although we may visually review such checks and other items from time to time, you agree that reasonable commercial standards do not require us to do so. If we do visually review any check or other item, we may return it unpaid without liability to you if, in our opinion, it does not bear a signature matching the specimen signature card we have on file for your account. You agree, however, that we will not be liable to you for honoring any check, withdrawal request, or other item bearing a signature that, in our sole opinion, matches your signature card or account application, on file with us. You also agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs, and expenses arising directly or indirectly out of (a) the misuse or unauthorized use of any facsimile signature used on a check, withdrawal request, or other item; or (b) the payment or acceptance of any item with restrictions or notations, whether you are the payee, payor, endorser, drawer, or otherwise.

### **3.1.40. TELEPHONE AND EMAIL COMMUNICATIONS WITH YOU**

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

technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

#### **3.1.41. EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS)**

We may impose Early Withdrawal penalties on a withdrawal from a time deposit (CD) account, even if you do not initiate the withdrawal. For instance, the Early Withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the Early Withdrawal penalty on the entire account balance in the event of a partial Early Withdrawal. See the Specific Terms section in this Booklet related to your account for information regarding Early Withdrawal or involuntary withdrawal penalties applicable to your account.

#### **3.1.42. CONFLICTING DEMANDS AND DISPUTES; RIGHT TO FREEZE OR INTERPLEAD**

Disputes can sometimes arise regarding who has the right to funds in your account. This section describes how we will handle those disputes. This section also describes our right to freeze the funds in your account, or any access device or related service in certain cases.

We are not required to make payment from an account to a depositor, or to any trust account or payable on death (POD) account beneficiary or payee, or any other person claiming an interest in any funds in the account, if we believe there may be a dispute concerning the rights to the account proceeds or if we are uncertain who is entitled to the account funds. In such cases, we can notify all persons claiming an interest in the account of the dispute or uncertainty. We can make this notice without liability to you or any other person. We also can refuse, without liability, to disburse any funds in the account to any person until such time as, at our option:

- all depositors, beneficiaries, payees, and/or other persons claiming an interest in the account have consented in writing to the requested payment; or
- the payment is authorized or directed by a court of proper jurisdiction; or
- the party with a conflicting claim has withdrawn his or her claim in writing; or
- we have proof satisfactory to us in our sole discretion that the dispute has been resolved.

Even if we have knowledge of a dispute, we still can pay funds to a person claiming an interest in the account. Here is how. We may, at our option and without liability to any Account Holder or other person, pay or permit withdrawal of any funds on deposit in an account to a depositor or agent of a depositor or trust, or POD account beneficiary or payee, or to another person claiming an interest in the account, even when we have knowledge of a dispute, if the adverse claimant provides suitable security and indemnification to us. We determine in our sole discretion whether the security and indemnification is suitable to us. If we ever believe that your account may be subject to fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account until we are able to complete our investigation of the account and transactions. Further, if we reasonably believe that your account is subject to, but violates, or potentially violates, any law or regulation, or any regulatory guidance or interpretation, we may restrict your account, or any access device or related service until we are able to make contact with you and/or rectify the violation, or potential violation. If we do freeze your account funds, or any access device or related service, we usually will provide you notice as soon as reasonably possible. However, we will not provide notice if a notice is prohibited by law or if we believe that notice could result in a security risk to us or the owner of the account funds, or any access device or related service, or assets.

#### **3.1.43. ADDITIONAL STATEMENT OF LIABILITY**

In consideration of our extensions of credit to you, and other instruments for payment of money made to or for your account, you unconditionally guarantee to us the prompt payment of claims of every nature and description against us arising as a result of such credit or other payment instruments. This section shall not apply to a Traditional or Roth IRA account.

#### **3.1.44. EVERBANK ASSET MANAGER SERVICE—IMPORTANT INFORMATION**

The EverBank Asset Manager Service integrates EverBank bank deposits and World Markets® accounts or EverTrade® non-deposit investment products to help facilitate your transactions. The terms of this service are described in this section.



The EverBank Asset Manager Service consists of at least one funded WorldCurrency® Account, **non-FDIC insured Metals Select® Account**, or **non-FDIC insured EverTrade Direct Brokerage Account**, as well as one checking or money market account (also known as your Cash Management Account), depending on the nature of your account(s). The Asset Manager Service enables transfers between your Cash Management Account and your other EverBank or EverTrade Accounts. Each account will be governed by the applicable EverBank or EverTrade terms, conditions, and disclosures. The purpose of your Cash Management Account is to hold funds for: (a) purchases of securities and other investments through EverTrade or (b) funding deposit or other accounts with EverBank.

As part of your EverBank Asset Manager Service, cash balances in your Cash Management Account may be used to pay for securities purchased through your EverTrade Direct Brokerage Account or for the purchase of currencies or precious metals held in accounts at EverBank. If there are insufficient funds in your Cash Management Account, we may follow the procedures for collecting adequate funds to cover any overdraft amount as set forth in this Booklet. You understand that we also have the right of setoff and may exercise that right of setoff to the extent permitted by applicable law against your accounts at EverBank and/or EverTrade to cover any insufficient funds. **By requesting or using this Asset Manager Service, you expressly authorize EverBank and/or EverTrade to apply and/or transfer assets in other accounts that you have with EverBank or EverTrade to cover any deficiency of funds in your EverBank or EverTrade Accounts.** You understand that this right of setoff means that your positions in fully paid securities carried at the clearing agent of EverTrade, or deposits and/or precious metals held at EverBank could be liquidated and the cash proceeds used to cover any overdrafts in your EverBank or EverTrade Accounts.

If you are unable to or do not make sufficient deposits to cover any insufficient funds, you understand that other assets that you own at EverBank and/or EverTrade will be used to cover your overdrafts, without prior notice to you, in the following order of priority, to the extent permitted by law: (a) available Overdraft Protection (if applicable), (b) any liquid assets in another EverBank account, (c) any matured CD awaiting rollover or payment to you, (d) any fully paid unallocated precious metals, (e) any fully paid allocated metals, (f) any fully paid securities in your EverTrade Account, and (g) any other CD held with EverBank.

You understand that you are liable for any transaction charges that are incurred in connection with the liquidation of any assets for these purposes. You understand that such transaction charges will be in addition to any fees assessed to your account for insufficient funds. You understand that the liquidation of assets may result in a loss of principal, interest or dishonor of checks or other such items. Additionally, you understand that you may be subject to monetary penalties if a CD, which has not matured, must be liquidated to cover any overdraft.

If you have an IRA account at EverBank and/or EverTrade, it will not be used to cover any overdraft in another account or for purposes of settling any securities transactions in your EverTrade Direct Brokerage Account. Your IRA account or accounts at EverBank and/or EverTrade, are not part of the EverBank Asset Manager Service.

Unless you are trading in securities on margin pursuant to a current Margin Agreement, you agree to have sufficient cash assets to cover any securities that you direct EverTrade to acquire for your EverTrade Direct Brokerage Account. If you execute an ACH Agreement, your Cash Management Account can be debited or credited for the acquisition or sales of securities in your EverTrade Direct Brokerage Account.

You agree to hold EverBank, EverTrade and each of their affiliates, officers, directors, employees, and agents harmless from any liability in connection with exercising the right to setoff, as provided herein.

You understand that termination of your Cash Management Account automatically terminates your EverBank Asset Manager Service. You understand that you may terminate your Cash Management Account at any time upon written notice to EverBank. You further understand that, as a condition of your termination becoming effective, you will be responsible for settling any securities

transactions for your account and, if applicable, shall be responsible for closing out any securities carried for your account on margin. You understand that EverBank and/or EverTrade may terminate your EverBank or EverTrade Direct Brokerage Accounts, including Cash Management Account, at their discretion by sending notice of termination to you.

### **3.1.45. INTERNATIONAL VISA DEBIT CARD TRANSACTIONS**

You may choose to use your Visa<sup>®</sup> Debit Card to make a cash withdrawal or purchase in a foreign country [an "International Transaction"]. If your International Transaction is in a currency other than United States dollars, the transaction will be converted into a United States dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing International Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. Visa also will charge you an International Transaction Service Fee (refer to the Deposit Account Fee Schedule for fee amounts). We monitor your accounts for signs of potential fraud, which could include the use of your Visa Debit Card in a manner that is out of the ordinary. For that reason, if you are planning on using your Visa Debit 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.

### **3.1.46. INACTIVE/DORMANT ACCOUNTS AND UNCLAIMED PROPERTY**

If your account is inactive for an extended period of time, we may be required to treat it as unclaimed property. Bank-initiated charges and interest credits are not considered activity for these purposes. If you do not re-establish contact with us or resume activity in your account(s) during the period designated by applicable state law, then we will process the property in your account(s) as unclaimed property, delivering the property to the state of your last known address on record, without further notice to you except as required by law. If any account fee causes your account(s) to have a negative balance or a balance of \$0, your account(s) will be closed, and even if you re-establish contact with us, we will not reimburse you for any account fees and are not liable to you for any interest that would have otherwise accrued on your account(s). If your account reaches a negative or \$0 balance for any other reason, we may either keep the account open or close the account without notice to you except as required by law. If your account earns interest while it is open, your funds stop earning interest when it is closed.

## **3.2. ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT**

Services are not available for all products.

### **3.2.1. GENERAL**

This Electronic Fund Transfer Disclosure and Agreement is a part of and incorporated into your Account Agreement. By signing (manually, electronically, or otherwise) an account application or other forms that you sign when you open or request an account, you request and authorize us to deposit, withdraw, and transfer funds to and from your account with us pursuant to your electronic, telephonic, or automated instructions, including, but not limited to, instructions that are made by means of an ATM, Point of Sale terminal, our Online Banking Service, Bill Payment Service, External Transfers Service, People Pay Service, Mobile banking, or any other means of delivering instructions to us. The following disclosure also concerns the use of any service we offer by which an electronic fund transfer may be authorized by you. Electronic fund transfers subject to these disclosures do not include wire transfers. See the Wire Transfer Agreement in this Booklet for special rules governing wire transfers. This disclosure does not govern the use of your EverCard<sup>®</sup> Visa Platinum<sup>®</sup> Card. Refer to the EverCard Visa Platinum Card Terms and Conditions for information on credit transactions using the EverCard Visa Platinum Card, including information on your credit billing rights and on your liability for unauthorized use of your EverCard Visa Platinum Card for credit transactions.

### 3.2.2. BUSINESS DAYS

For the purposes of this Electronic Fund Transfer Disclosures and Agreement, every day is a business day ("Business Day") except Saturdays, Sundays, and federal holidays.

### 3.2.3. TYPES OF TRANSFERS

**3.2.3.1. Direct Deposits.** You may arrange for direct deposits (such as United States Treasury, Social Security, employer payroll, etc.) to be accepted into your personal checking, money market and savings accounts.

**3.2.3.2. Preauthorized Withdrawals.** You may arrange one time or recurring electronic debit transfers from your checking, money market and savings accounts in the amounts and on the days you request, subject to the transaction limits referred to in Limitations on Transfers below. These transfers may also be subject to the terms and conditions of a specific transfer service agreement, such as the Online Banking Service Agreement, External Transfers Agreement or People Pay Agreement.

**3.2.3.3. ATM Withdrawals And Transfers By Debit Card.** You may use your Visa Debit Card with your PIN to make cash withdrawals from your checking, money market and savings accounts (refer to the Specific Terms section in this Booklet related to your account for the limitations and Deposit Account Fee Schedule for applicable fee amounts) and to transfer funds between your account(s) with us. Some of these services may not be available at all terminals.

**3.2.3.4. Purchases And POS Transactions.** You may use your Visa Debit Card and PIN to pay for purchases of goods or services from vendors that have agreed to accept the card and PIN.

**3.2.3.5. International Transactions.** You may choose to use your Visa Debit Card to make a cash withdrawal or purchase in a foreign country (an "International Transaction"). If your International Transaction is in a currency other than United States dollars, the transaction will be converted into a United States dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing International Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. Visa also will charge you an International Transaction Service Fee (refer to the Deposit Account Fee Schedule for fee amounts). We monitor your accounts for signs of potential fraud, which could include the use of your Visa Debit Card in a manner that is out of the ordinary. For this reason, if you are planning on using your Visa Debit 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.

**3.2.3.6. Electronic Check Conversion.** If you have an account with check privileges, you may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to (a) pay for purchase, or (b) pay bills.

**3.2.3.7. Telephone Transfers.** Subject to any limitations for the number of transfers per month as disclosed for your account in the Specific Terms section in this Booklet related to your account, you may call us and initiate a transfer of funds using our phone banking center, from one of your accounts with us to another account with us.

### 3.2.4. LIMITATIONS ON TRANSFERS

Transaction Limitations provisions in the Specific Terms section of this Booklet related to your account provides general transfer limitations that apply to your particular type of account(s). In addition, certain transfer services may have special limitations on the frequency or dollar amount of transfers, such as the Online Banking Service (including Bill Payment), External Transfers Service, and People Pay Service. Those limitations will be disclosed to you when you enroll for the service and you will be provided notice of any change in those limitations occurring after you have enrolled.

### 3.2.5. FEES

See our Deposit Account Fee Schedule, included in this Booklet and on our website, for fees applicable to transfers to or from your account(s).

### 3.2.6. STATEMENTS AND OTHER DOCUMENTATION

**3.2.6.1. Terminal Receipts.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

**3.2.6.2. Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number listed at the end of this Booklet to find out whether or not the deposit has been made.

**3.2.6.3. Periodic Statement.** See the Specific Terms section in this Booklet related to your account for information on the statements provided for your account(s).

### 3.2.7. CONFIDENTIALITY

See your separate Privacy Notice which may be titled "Facts: What does EverBank do with your personal information," for information on when we may disclose information about you or your account to third parties.

### 3.2.8. PREAUTHORIZED PAYMENTS

**3.2.8.1. Right To Stop-Payment And Procedure For Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us at the numbers or addresses listed at the end of this Booklet in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. Refer to the Deposit Account Fee Schedule for the amount we will charge you for each stop-payment order you request. Any oral order will be binding on us for only 14 calendar days, after which we may terminate the oral stop-payment order, unless we receive your written confirmation within that period.

**3.2.8.2. Liability For Failure To Stop Payment Of Preauthorized Transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### 3.2.9. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS

If you believe your Visa Debit Card or any related PIN, password, or Online Banking password has been lost, stolen, or used without your permission or if you believe that an electronic fund transfer has been made without your permission, please call the client solutions team at the phone number listed at the end of this Booklet.

If your statement shows transfers or transactions that you did not make, including those made by card, code or other means, tell us at once. Calling us is the best way to minimize potential possible losses. You could lose all the money in your account (plus your maximum Overdraft Protection line of credit, if applicable). If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days, if we can establish that we could have stopped someone from taking the money if you had told us in time. The 60-day window may be extended under certain circumstances.

You must notify us within two Business Days if someone used your Visa Debit Card or PIN without your permission. If you tell us within two Business Days after you learn of the loss or theft of your Visa Debit Card or any related PIN, you can lose no more than \$50 if someone used your Visa Debit Card or PIN without your permission.

If you do NOT notify us within two Business Days after you learn of the loss or theft of your Visa Debit Card or PIN, and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Visa maintains a "Zero Liability" policy, which protects consumer cardholders from liability for fraudulent activity. This policy generally applies to all Visa consumer credit and debit card transactions processed over the Visa network. Non-Visa Debit Card PIN transactions are subject to standard liability provisions under applicable law. In addition, if an error occurred on your account, you still need to notify us in the proper format and within the 60-day time frame, so that

we may process a claim on the erroneous transaction and credit your account consistent with applicable law.

### **3.2.10. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

1. if, through no fault of ours, you do not have enough money in your account to make the transfer;
2. if the fund transfer is not complete, or is reversed, because a third party does not permit the transfer;
3. if the transfer would go over the credit limit on any linked line of credit;
4. if the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
5. if the ATM at which you are conducting a transaction does not have enough cash;
6. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or
7. if there are other exceptions stated in our agreement with you or as provided by applicable law.

### **3.2.11. IN THE CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Contact us using the contact information listed at the end of this Booklet as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you elect to receive your statements electronically, via the Internet, you must notify us no later than 60 days after the FIRST statement with the problem or error was available to you online. When reporting an error or making an inquiry:

1. tell us your name and account number;
2. describe the error or the transfer you are unsure about and explain, as clearly as you can, why you believe it is an error, or why you need more information;
3. tell us the dollar amount of the suspected error.

If you notify us orally, we may require that you also send us your complaint or question in writing within 10 Business Days using the contact information listed at the end of this Booklet. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 Business Days, we may not credit your account. For errors involving new accounts, POS, or international-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays, and other problems caused by, or resulting from, the action or inaction of financial institutions holding the 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 financial institution. 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. Please consult the Wire Transfer Agreement within this Account Agreement for information on your rights to dispute wire transfers in connection with your account, which are not the same as those described here.

### **3.3. FUNDS AVAILABILITY DISCLOSURE**

Your ability to withdraw funds.

Our policy is to delay the availability of funds from your check deposits, cash deposits when made other than at an EverBank Financial Center, and any deposit made at an ATM. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

#### **3.3.1. DETERMINING AVAILABILITY OF YOUR DEPOSIT**

**THE AVAILABILITY OF FUNDS VARIES DEPENDING ON TIME OF DEPOSIT AND THE TYPE OF DEPOSIT AS SET FORTH IN THIS DISCLOSURE.**

The availability of funds is determined in Business Days from the day of your deposit. Every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the applicable "cut-off time" on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the applicable cut-off time, or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

For deposits made in person at an EverBank Financial Center, the applicable cut-off time is the time that the Financial Center closes. Each Financial Center has its own closing time, but all EverBank Financial Centers are open on Business Days until at least 4 pm ET unless an earlier closing time is posted at the Financial Center for special circumstances.

For deposits made at ATMs, cut-off times vary according to the financial institution that operates the ATM. Deposits made on a non-Business Day or after the applicable cut-off time will be considered made on the next Business Day that we are open. For deposits made at an ATM we own or operate, the applicable cut-off time is 4 pm ET. ATMs we own or operate are posted with the EverBank name. EverBank does not establish the cut-off times for ATMs operated by other institutions. However, signs may be posted on ATMs that clearly state the ATM cut-off time. If the time is not posted, in general, make your deposit before noon Monday through Friday (excluding federal holidays), and the deposit likely will be processed that day and treated as if made on that day. In general, if you deposit after noon Monday through Friday, on a weekend, or on a holiday, your deposit will be treated as if the deposit was made the following Business Day. For deposits made using our Online Check Deposit or Mobile Check Deposit Service, the applicable cut-off time is 7 pm ET. Such deposits made on a non-Business Day or after this cut-off time will be considered made on the next Business Day that we are open.

#### **3.3.2. DEPOSITS MADE AT NON-EVERBANK ATM TERMINALS**

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth Business Day after the day of your deposit. If your total deposit is more than \$5,000 on any one day, the first \$5,000 of your deposit will be available on the fifth Business Day after the day of your deposit; the remaining funds will be available on the eighth Business Day after the day of your deposit.

#### **3.3.3. SAME-DAY AVAILABILITY**

Funds from electronic direct deposits (ACH credits), wire transfers to your account, and cash deposits made in person to one of our employees at an EverBank Financial Center will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

#### **3.3.4. NEXT-DAY AVAILABILITY**

Except as otherwise provided, our policy is to make funds from your cash deposits (when not made in person to one of our employees at a Financial Center) and check deposits available to you on the first Business Day after the day we receive your deposit.

**DO NOT SEND CASH FOR DEPOSIT USING THE U.S. MAIL OR ANY OTHER DELIVERY SERVICE. EVERBANK CANNOT BE RESPONSIBLE FOR YOUR LOSS IF YOUR DEPOSIT IS LOST, STOLEN, OR MIS-DELIVERED BEFORE WE RECEIVE IT.**

### 3.3.5. LONGER DELAYS MAY APPLY

If you deposit checks totaling more than \$5,000 in a single Business Day, only \$5,000 will be available to you on the Business Day after the day the checks were deposited. The remaining funds will be available to you on the fourth Business Day after the day of your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. if we believe the check you deposit will not be paid;
2. you redeposit a check that has been returned unpaid;
3. you have overdrawn your account repeatedly in the last six (6) months; and/or
4. there is an emergency, such as failure of computer or communications equipment.

**Funds delayed for these reasons will generally be available no later than the fifth Business Day after the day of your deposit. We will notify you if we delay your ability to withdraw funds for any of these reasons, and will tell you when the funds will be available.**

### 3.3.6. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules may apply during the first 30 days that your account is open:

1. funds from deposits of cash, wire transfers, and electronic direct deposits into your account will be available on the day we receive the deposit, unless the funds were deposited at an ATM;
2. funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you and for certain items you must contact us directly. The excess over \$5,000 will be available on the eighth Business Day after the day of your deposit; and
3. funds from all other checks will be available on the fifth Business Day after the day of your deposit. The excess over \$5,000 will be available on the eighth Business Day after the day of your deposit.

### 3.3.7. SPECIAL RULES FOR DEPOSITS MADE TO FOREIGN CURRENCY DENOMINATED ACCOUNTS WITH EVERBANK WORLD MARKETS

If you send us United States dollars to fund an account that will be denominated in a foreign currency, your United States dollar deposit first will be made to your Cash Management Account (please see your WorldCurrency Account Terms and Conditions in this Booklet for additional information on your Cash Management Account). Funds from United States dollar deposits will be available in accordance with availability rules outlined above. On the day your United States dollar funds are available, those funds will be transferred to your WorldCurrency® Account for the foreign currency transaction you have requested.

### 3.3.8. FOREIGN CHECK AND OTHER FOREIGN CURRENCY DEPOSITS

**3.3.8.1. Foreign Cash.** EverBank does not accept physical foreign currency for deposit. You can only deposit foreign currency with us by check or wire.

**3.3.8.2. Foreign Checks.** If you deposit a check that is payable in a foreign currency, we will send your check to another bank for collection and the availability of your funds for withdrawal will be delayed. The length of the delay before your funds will be available for withdrawal will depend on how long it takes us to receive finally collected funds for the check. This delay generally will be 4 to 6 weeks. If we send your check for collection you will be charged, and you agree to pay, a check collection and other applicable fees as set forth in the Deposit Account Fee Schedule.

**3.3.8.3. Foreign Wires.** If you deposit funds to your account by sending us a wire transfer of a foreign currency, your funds will be available for withdrawal on the next Business Day after the Business Day we receive the wire. If we receive your wire before 4 pm ET on a Business Day, we consider your wire to be received on that Business Day. If your wire is received after 4 pm ET, we will consider your wire received on the next Business Day.

### **3.3.9. SPECIAL RULES FOR CERTIFICATES OF DEPOSIT, MONEY MARKET ACCOUNTS, AND SAVINGS ACCOUNTS**

Funds deposited to a certificate of deposit (CD) are subject to Early Withdrawal penalties if withdrawn prior to the maturity date of the CD. See Specific Terms—Banking Deposit Accounts and/or Specific Terms—World Markets® Accounts in this Booklet for the Early Withdrawal penalty for the specific type of CD you have. All deposits to a CD are otherwise subject to this Funds Availability Disclosure as described above.

Funds deposited to a money market or savings account are subject to withdrawal and transaction limits in addition to this Funds Availability Disclosure. See Transaction Limitations in the Specific Account Terms—Banking Deposit Accounts and/or Specific Terms—World Markets Accounts in this Booklet for your account type for details.

### **3.4. WIRE TRANSFER AGREEMENT**

This Wire Transfer Agreement (“Wire Agreement”) explains the terms and conditions governing the Wire Transfer Services offered by us, and supplements and is a part of your Account Agreement. If you wish to use our Wire Transfer Services, the following terms and conditions shall govern all transactions for our acceptance and processing of your payment orders, credits and related requests. If a discrepancy or inconsistency were determined to exist between the terms and conditions and other provisions of this Wire Agreement and your Account Agreement, then this Wire Agreement shall control with respect to the Wire Transfer Service, but only to the extent necessary to address the discrepancy or inconsistency. Unless otherwise defined below, the terms used in this section of this Wire Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code of the state in which your account or relationship is maintained.

#### **3.4.1. YOUR AGREEMENT TO TERMS**

By using the Wire Transfer Services, you agree to abide by the terms and conditions set forth in this Wire Agreement and that this Wire Agreement will govern the Wire Transfer Services. Your use of our Wire Transfer Services acknowledges your receipt and understanding of this Wire Agreement. You agree to be responsible for all charges incurred according to this Wire Agreement.

#### **3.4.2. AUTHORIZATION AND SECURITY PROCEDURES**

We have established operating rules and security procedures (“Security Procedures”) for you to initiate and receive funds transfers to or from your account(s). These procedures are incorporated by reference and made part of this Wire Agreement. Additional callback procedures may be utilized by you as described in the Security Procedures. You agree that the Security Procedures are commercially reasonable in light of your circumstances and the type, value and frequency of the payment orders you will request. You also agree to keep the Security Procedures confidential and not to disclose the Security Procedures to anyone except the persons whom you have authorized to make transfer requests on your behalf (“Authorized Representatives”). If you or any of your Authorized Representatives have reason to believe that a Security Procedure may have been learned by an unauthorized person, you agree to notify us immediately by telephone. If we receive a payment order (or related request) in accordance with our Security Procedures, it shall be conclusively deemed authentic and we shall be entitled to rely on it. You are responsible for the accuracy of the initial communication of the payment order as well as the accuracy of any documentation or callback of the payment order made by us.

#### **3.4.3. INFORMATION SUPPLIED BY YOU**

You agree that we may rely on the information that you provide to us in any payment order or related communication. You agree that any errors in that information, including without limitation misidentification of beneficiary(ies), incorrect or inconsistent account names and numbers, and misspellings, are your responsibility. You agree to supply us, in addition to the information requested in this Wire Agreement, any other information that we may reasonably request in order to execute your payment orders.

#### **3.4.4. EXECUTION OF PAYMENT ORDERS**

If we receive a payment order that has been verified according to EverBank’s Security Procedures, you authorize and direct us to debit your account(s). We are also authorized to implement any



instructions, including amendments or cancellations of prior payment orders, upon verification of such instructions. We are authorized to rely on any payment order believed by us in good faith to have been given by an Authorized Representative and in accordance with our Security Procedures. We may handle payment orders received in any order selected by us and, unless otherwise requested by you and we agree to your request, we may use any means, intermediaries or funds transfer systems which may have operating rules governing the execution of payment orders to effect the transfer as we, in our sole discretion, shall determine.

#### **3.4.5. CUT-OFF TIMES**

We must receive all payment orders before the cut-off time for funds transfers on a Business Day established by us from time to time. Any payment orders or related requests received after such deadlines, on weekends, or holidays for us or the bank or institution to receive the transfer, or the funds transfer system to be used, will be treated as received on our next funds transfer Business Day. You will make reasonable efforts to submit large dollar wire requests, those in excess of \$5 million, as early in the Business Day as possible. We will make reasonable efforts to execute all payment orders received prior to the deadline. In certain cases, especially in the case of foreign wires, we may need to contact you by telephone to confirm your instructions and to provide you with important disclosures before we are able to process your request.

#### **3.4.6. REJECTION OF FUNDS TRANSFER REQUESTS**

We reserve the right to reject any payment order. We may reject your payment order for any reason, including without limitation:

1. If you have insufficient available funds in your account;
2. If your instruction is received by us by a communication means not authorized by us;
3. If your instruction is unclear or incomplete;
4. If we are unable to confirm your instruction; or
5. If for any reason, the instruction is unsatisfactory to us.

#### **3.4.7. CANCELLING OR CHANGING TRANSFERS**

If you decide to cancel or change a wire transfer request, you may only do so if we receive that instruction before we have sent the wire transfer and provided we had a reasonable time to act on your request. In general, after we have sent the wire transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a charge for canceling or changing a wire transfer and for any required currency conversion. We will not be liable for any losses resulting from the failure of a beneficiary bank to cancel or change your wire transfer. Note that separate rights and responsibilities may apply to foreign wire transfers, including an additional error resolution period. For more information, please refer to disclosures we will provide to you at the time of such transfers.

#### **3.4.8. ADVICE OF FUNDS TRANSFERS**

Unless otherwise agreed in writing, or required by law, we will not provide a same or next-day wire transfer summary statement or confirmation. Instead, we will notify you of a receipt or payment by wire transfer in any periodic statement provided to you. You agree to examine each of your periodic statements promptly upon receipt and to notify us immediately of any discrepancies between the periodic statement and your records. We shall not be liable for interest compensation unless we are notified of the discrepancy within 30 days after the date of your statement indicating the debit for the payment order in question. You agree that your right to assert a claim against us with respect to any transaction reasonably identified on a statement shall expire 60 days after the date of the transaction which becomes the basis for such a claim. Note that separate rights and responsibilities may apply to foreign wire transfers, including an additional error resolution period. For more information, please refer to disclosures we will provide to you at the time of such transfers.

#### **3.4.9. LIMITATION OF LIABILITY AND INDEMNIFICATION**

You expressly agree that we shall be liable to you only for our erroneous execution of a payment order. We shall not be liable for any errors on the part of any third party including, without

limitation, third parties used by us in executing a payment order or performing a related act and no such third party shall be deemed to be our agent. We shall not be liable for our refusal to honor any request if we, in good faith, are unable to determine to our satisfaction that such request is valid, based upon our adherence to the Security Procedures. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except as may be limited by applicable law, you agree to indemnify us and hold us harmless (including the payment of attorneys' reasonable fees) against all liability to third parties arising out of or in connection with the terms and conditions of this Wire Agreement and the services provided hereunder or otherwise pursuant to your instructions.

#### **3.4.10. USE OF IDENTIFYING NUMBERS**

In the event a payment or payment order identifies a beneficiary, beneficiary's bank, or intermediary bank inconsistently by name and an identifying number (such as an account number, S.W.I.F.T. address or universal identification number), the beneficiary bank or intermediary bank may make payment based solely on the identifying number, even if the identifying number identifies a person or entity different from the named person or entity in your payment order. In such cases, the payment will be final even if the identifying number you provided does not correspond to the beneficiary you have identified. Any losses resulting from an incorrect identifying number are your responsibility and not the responsibility of EverBank. Your obligation to pay the payment order shall not be excused by your error. For wires sent in to EverBank, we are also entitled to rely on the identifying number as proper identification of a beneficiary and to credit the account based solely on that identifying number. We have no duty to determine if the name and identifying number are consistent.

#### **3.4.11. FEES IMPOSED BY OTHER BANKS**

You agree that any intermediary bank or beneficiary bank that assists in the processing of your payment order may charge a fee for processing your order. EverBank has no control over these fees and is not responsible for these fees. These fees may be deducted by the intermediary bank or beneficiary bank from the amount to be credited to the beneficiary of your funds transfer or, in the case of wire transfers into EverBank, deducted from the amount sent to you.

#### **3.4.12. INTEREST COMPENSATION**

In the event that we shall be liable to you for interest compensation under this Wire Agreement or by applicable law, interest shall be calculated on the basis of the average Federal Funds rate for the period involved. You agree that we may, at our sole option, pay interest compensation as follows: (a) by lump sum payment of cash, or (b) by providing a credit to your account with us.

#### **3.4.13. INTERNATIONAL PAYMENTS**

Orders for the transfer of United States dollars shall be paid in United States dollars if transferred to a beneficiary located in the United States or its protectorates or territories. If transferred to a beneficiary located elsewhere, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility.

In most cases, your international wire transfers will be subject to special provisions of U.S. law that will require us to provide you with certain disclosures before we are able to process your request. For this reason, we may need to contact you by telephone before your request can be processed. In addition, you may have special rights and protections in connection with these transfers, including a 30-minute statutory right to cancel and a 180-day error resolution period. For more information, please contact us in advance of your request or refer to disclosures we will provide you at the time you submit such a request.

We may send any message relative to this order in explicit language, code or cipher. Foreign currency transfer orders are final when made to us unless transferring funds outside of the United States. For such foreign wire transfers, you may have a 30-minute right to cancel as described in the disclosures we provide to you when you request your wire transfer. However,

pursuant to your request, and only if possible, we may cancel or amend any order before the transfer is effected. Except where provided by law, we shall incur no liability if we are unable, for any reason, to cancel or amend an order. Refunds of United States dollar orders shall be in the United States dollar amount. Refunds of foreign currency orders may be either in the form of a foreign currency or in the amount of United States dollars.

### **3.5. ONLINE BANKING SERVICE AGREEMENT**

This "Online Banking Service Agreement" explains the terms and conditions governing the online banking services offered by us through our online banking portal. All online banking services of any kind whatsoever offered or made available by us (including, but not limited to, funds transfers, bill payment services, and check reordering) will be referred to collectively as "Online Banking Services" in this Online Banking Service Agreement. "Online Banking" is the online service portal that provides access to your deposit and/or loan account(s). This Online Banking Service Agreement supplements and is part of your Account Terms, Disclosures and Agreements Booklet for your account ("Account Agreement"). If a discrepancy or inconsistency were determined to exist between the terms and conditions and other provisions of this Online Banking Service Agreement and your Account Agreement, or a similar account agreement between you and one of our affiliates, then this Online Banking Service Agreement shall control with respect to Online Banking and Online Banking Services, but only to the extent necessary to address the discrepancy or inconsistency. You may be required to accept and agree to additional, supplemental terms and conditions for specific Online Banking Services after your enrollment in Online Banking.

You are responsible for the payment of any fees incurred by you on any account, for any Online Banking Service, at any time. You agree to pay all such fees upon our request. Further, you agree to pay all internet charges or other fees incurred by you in accessing Online Banking or using Online Banking Services.

#### **3.5.1. YOUR AGREEMENT TO TERMS**

By applying for or using any of our Online Banking Services, you agree to abide by the terms and conditions set forth in this Online Banking Service Agreement. Your use of any Online Banking Service in connection with your account constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Online Banking Service Agreement, including the charges that may be imposed for electronic fund transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. Such use acknowledges your receipt and understanding of this Online Banking Service Agreement. New Online Banking Services may be introduced through Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

#### **3.5.2. INSTRUCTIONS FROM YOU/YOUR RESPONSIBILITIES**

We are entitled to act upon instructions received through any Online Banking Service under your User ID and Password and without inquiring into the identity of the person using that User ID and Password. However, you agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from EverBank will ever ask for your Password, and that our employees do not need and should not ask for your Password. You agree never to provide your Password to anyone, including anyone claiming to represent EverBank. You are liable for all transactions made or authorized using your User ID and Password. You agree that we have no responsibility for establishing the identity of any person or determining the validity of any transaction. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk. Anyone with your User ID and Password will have access to your accounts. You agree to notify us immediately in the event that your Password is lost, stolen, or otherwise compromised. At any time, you may ask us to disable your Password and issue a new one to you.

### **3.5.3. ACCOUNTS WITH MULTIPLE ACCOUNT HOLDERS, AUTHORIZED SIGNERS, AGENTS OR USERS**

Each person on an account with multiple Account Holders, Authorized Signers, agents or users ("Person") will be jointly and severally liable for all transactions that are made through Online Banking or by means of any Online Banking Service. Each Person agrees to assume liability for all actions and transactions made by any other Person on the account through, or when using, Online Banking or Online Banking Services. Each Person should have their own unique and confidential User ID and Password.

### **3.5.4. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER**

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances if:

1. through no fault of EverBank, you do not have enough collected funds in your account to make the transfer;
2. circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken;
3. there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
4. your funds are subject to legal process or other encumbrance restricting the transfer;
5. your transfer authorization terminates by operation of law;
6. you believe someone has accessed your accounts without your permission and you fail to notify us immediately;
7. you have not properly followed the scheduling instructions on how to make a transfer included in this Online Banking Service Agreement;
8. we have received incomplete or inaccurate information from you or a third party involving the account or transfer; or
9. we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Online Banking Service Agreement, the deposit Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Online Banking Service Agreement.

There may be other exceptions stated in this Online Banking Service Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

### **3.5.5. HOURS OF OPERATION**

Online Banking is available 24 hours a day, 7 days a week, except during special maintenance periods. For purposes of transactions, every day is a Business Day except Saturdays, Sundays, and federal holidays. Online Banking transaction requests received by us before the deadlines will be treated as received on that Business Day. Any requests received after the deadlines or on non-Business Days will be treated as received on the next Business Day we are open. We reserve the right to update these deadlines.

### **3.5.6. INDEMNIFICATION**

You hereby indemnify and release us, and our employees, officers, directors, and agents, from any and all liability, and you agree not to make any claim against us or bring any action against us honoring or allowing any actions or transactions in which you have authorized the person performing the action or transaction to use your account or when you have provided your User ID and Password to that person. You agree to reimburse us for any losses we suffer or any damages,

injuries, costs, or expenses we incur (including attorney's fees), because we honored or allowed transactions on the account in which the User ID and Password were used. The limitations of liability set forth in this Online Banking Service Agreement are subject to, and limited by, any applicable state or federal law to the contrary.

### **3.5.7. CHANGES IN TERMS**

We have the right to modify or terminate this Online Banking Service Agreement at any time. When making changes, we will comply with all applicable legal notice requirements. If this Online Banking Service Agreement is modified, your continued use of the account will represent your acceptance of the changes. Once this Online Banking Service Agreement terminates, we will not allow any additional transactions on the account, nor will additional Online Banking Services be permitted.

### **3.5.8. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

1. for EverBank's everyday business purposes — such as when it is necessary for completing transfers, processing transactions or maintaining your account(s);
2. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. to comply with government or court orders and legal investigations, or other reporting requirements (i.e., reporting to credit bureaus);
4. for providing client support and responding to inquiries;
5. where EverBank, in good faith, believes such information is necessary to prevent harm to you or others or protect EverBank's interests in a dispute with you;
6. if you give us your written permission; or
7. to EverBank affiliated companies for everyday business purposes or to market to you. Information concerning your account history with EverBank, including transactions and experiences, may be shared within the organization. Information you have given EverBank as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within the organization.

### **3.5.9. INACTIVITY; TERMINATION**

You are responsible for complying with all the terms of this Online Banking Service Agreement and with the terms of the Account Agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment service) under this Online Banking Service Agreement without notice to you if you do not pay any fee required by this Online Banking Service Agreement when due or if you do not comply with the Account Agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We may convert your account to inactive status if you do not log-in to Online Banking for 13 consecutive months. If your account is considered inactive, you may need to re-enroll for Online Banking, or contact us to have the Online Banking Service activated before you will be able to schedule any transaction through the Online Banking Service. To cancel Online Banking, you must notify us and provide your name, account number, and the effective date to stop the service.

## **3.6. BILL PAYMENT AND ELECTRONIC BILL PRESENTMENT SERVICE TERMS AND CONDITIONS**

By providing us with the names and account information of those persons (or entities) to whom you wish to direct payment, you authorize us to follow the payment instructions that are entered through our Bill Payment Service.

**NOTICE:** Payment of taxes or court-ordered payments through EverBank's Bill Payment Service are prohibited.

### 3.6.1. PROCESSING OF PAYMENT REQUESTS/RECOMMENDED TIMING

When you provide us with payment instructions, you authorize us to charge your EverBank account and remit funds on your behalf. As part of your scheduling of payments, you must designate the day on which you want us to send your payment (the "Send Date"). Subject to the following paragraphs, we will charge your account and send the funds to your designated payee on the Send Date. We recommend that you schedule the Send Date for your requested payment to be at least five (5) Business Days before the actual due date of the payment. Because of the possibility for delays in processing or posting of your payment, we do not recommend that you schedule for payments to be received by your designated payee on the due date or at the end of a grace period.

In order for us to be able to send your payment on your selected Send Date, your selected Send Date must be at least one Business Day after the Business Day on which we receive your request, as explained in this paragraph. If your request for a payment is received by us before 9 pm ET (the "Cut-Off Time") on a Business Day, we will process your payment request on that same Business Day, and we will withdraw the necessary funds from your account and send your payment to your designated payee on the next Business Day that is your requested Send Date. If your request for a payment is received by us on a day other than a Business Day, or it is received by us after the Cut-Off Time on a Business Day, we will process your payment request on the next Business Day, and withdraw the necessary funds from your account and send the payment to your designated payee on the later of (a) your selected Send Date or (b) two Business Days after you made your request to us.

Some payees are unable to accept electronic payments. For those payees, we will mail a check to the payee. After we have sent the payment, the payee typically will receive the payment in three (3) Business Days if the payment is sent electronically or five (5) Business Days if the payment is sent via check. If you properly follow the procedures to access your account, as described in our Online Banking Service Agreement found in the Account Agreement, on our website, or after your Online Banking log in, and we fail to send a payment on your designated Send Date, we will bear responsibility for the late charges (up to a maximum of \$50 per payment or transaction), subject to the seven exceptions listed below. In any other event, including, but not limited to, your choosing a Send Date too close to your payment due date to allow for receipt of your payment by your payee, the responsibility for paying any and all late charges or penalties imposed by your payee shall be borne by you.

We will not be responsible for payments sent to your designated payee after your requested Send Date if you fail to provide us with adequate time to process your request, as described above. In addition, we will not be liable to you or to anyone else if your requested transactions cannot be completed on the day you designated, if the delay is caused by circumstances beyond our control that prevent us from processing your transaction on the requested date. Such circumstances could include, without limitation, a computer or power failure, fire, or flood. In addition, delays in handling and posting of payments by your designated payee may delay your transactions.

We will use reasonable efforts to complete all your payments properly. However, we shall incur no liability if it is unable to complete any payments initiated by you through us because of the existence of one or more of the following circumstances:

1. your account does not contain sufficient funds to complete the payment. Payments are based on available funds per our Funds Availability Disclosure;
2. you know or have been advised by us not to use the payment system due to temporary malfunction;
3. the merchant or other payee mishandles or delays a payment sent by us;
4. you have not provided us with the correct names or account information for those persons (or entities) to whom you wish to direct payment. We shall incur no liability for payments made improperly, or for payments we do not make, if you have provided us with incorrect information (even if the information you did provide was a close approximation of the correct information);

5. circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to void those circumstances;
6. you instruct us to make a payment of taxes or court-ordered payments. As noted above, we cannot make these types of payments; or
7. you schedule your payment date to be during the grace period for that merchant/payee.

We will not be responsible for any late fees associated with payments that you have scheduled to be made after the due date on the bill. This is the case even if the vendor allows a "grace period." You may schedule payments during the "grace period," but any late charges associated with payments scheduled as such will be your responsibility, regardless of the cause of the late payment.

If we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to a person (or entity) who does not comply with your payment instructions and none of the above seven exceptions apply, we will return the improperly transferred funds to your account.

### **3.6.2. CHARGES AND FEES**

Refer to the Deposit Account Fee Schedule.

### **3.6.3. INSUFFICIENT FUNDS**

If you have instructed us to make a payment for which there are insufficient available funds in your EverBank account, we have no obligation to make the payment.

### **3.6.4. BILL PAY SERVICE LIMITATIONS**

**3.6.4.1. Merchant Or Payee Limitations.** We reserve the right to refuse to pay any person (or entity) to whom you may direct a payment. We are obligated to notify you promptly if we decide to refuse to pay a person (or entity) designated by you. This notification is not required if you attempt to pay taxes or court-ordered payments, which are prohibited under the Online Banking Service Agreement.

**3.6.4.2. Dollar Limits.** For security, risk management, or other purposes, we may limit the amount of a single payment or aggregate totals.

### **3.6.5. ALTERATIONS AND AMENDMENTS**

Bill Payment features and applicable fees and service charges may be changed by us from time to time. We shall notify you of process improvements and other beneficial or immaterial changes when you subsequently log into Online Banking. However, if a change is adverse, we will send notice to your address of record 30 days prior to the change. Any use of the Bill Payment Service after the change(s) take(s) effect will constitute your agreement to such changes.

### **3.6.6. EXPEDITED PAYMENT SERVICES**

As part of our Online Bill Pay Services, we offer an Expedited Payments service, to speed up the time it takes to get your Bill Pay payment to its recipient. This service is available as either expedited electronic bill payments or overnight check bill payments. You will be charged a fee for this service. The fee for expedited electronic bill payments and overnight check bill payments are disclosed in your Deposit Account Fee Schedule and will be disclosed to you at the time you initiate the payment.

**3.6.6.1. General.** You may select either an expedited electronic payment or overnight check payment at the time you schedule your payment through the Bill Payment Service. Not all payment recipients are able to receive expedited electronic payments and you will not be presented with the option of an electronic expedited payment if your payment recipient cannot receive your payment electronically. Your transaction will be completed in accordance with the delivery date presented when you initiate the payment ("Delivery Date"). You are solely responsible for providing accurate information on the delivery address for the payment and the account numbers or other information needed by the payment recipient in order to credit your account.

**3.6.6.2. On Time Guarantee.** In the event that an expedited payment is not delivered by the Delivery Date as a result of our fault, we shall reimburse you for the transaction fee and any late payment fee paid by you up to \$50. This guarantee is not available if the Delivery Date presented when you initiate the payment is after the due date for the bill. We reserve the right to request documentation of any late fee for which you seek reimbursement.

**3.6.6.3. Expedited Payment Service Limitations.** Availability of expedited payment options will be limited based on payment recipient capabilities, time of day, payment delivery mechanisms and other factors. Expedited overnight checks will be unavailable for delivery to P.O. Box addresses or locations in AK, HI, or any foreign or United States territory outside of the contiguous 48 states and District of Columbia. You are responsible for entering and verifying any address for overnight check payments to ensure the address is correct and is specified as a valid overnight package address by the payment recipient.

We are not responsible for late delivery if you enter an undeliverable address for an overnight check. We are not responsible for errors made by you, the overnight delivery service, or the payment recipient.

Due to the inherent need to expedite the payment, payment instructions will be completed immediately upon submission of a request from you. You will not have the ability to edit or cancel the payment instruction after you have confirmed the payment request.

For security, risk management, or other purposes, we may limit the amount of a single payment or aggregate totals.

### **3.6.7. BILL DELIVERY AND PRESENTMENT (AKA eBILLS)**

With the eBills Service ("eBills") your bills from certain service providers ("Billers") are presented to you electronically as part of your Online Banking Service. This feature is for the presentment of eBills only. It remains your sole responsibility to contact your Billers directly if you do not receive your statements or do not receive your statements on time.

**3.6.7.1. Information Provided To The Biller.** eBills is unable to update or change your personal information, such as, but not limited to, name, address, phone numbers, and email addresses, with the Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all User IDs and Passwords for all Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBill for that Biller.

**3.6.7.2. Activation.** Upon activation of eBills, we may notify the Biller of your request to receive electronic billing information. The time for the presentment of your first eBill may vary from Biller to Biller and may take up to 60 days. Additionally, your ability to receive a paper copy of your statement(s) in addition to your eBill is at the sole discretion of the Biller. While your eBill feature is being activated and afterward, it is your sole responsibility to keep your accounts current. Each Biller reserves the right to accept or deny your request to receive eBills.

**3.6.7.3. Authorization To Obtain Bill Data.** Your activation of eBills for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your User ID and Password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

**3.6.7.4. Notification.** We will use our best efforts to present all of your eBills promptly. In addition to notification within our Online Banking Service, we may send an unencrypted email notification regarding the availability of the bill to the email address listed for your account. It is your sole responsibility to ensure that we have a current and accurate email address for you. You may opt out of these email notifications by contacting the client solutions team. Regardless of whether you receive any notification, it is your responsibility to periodically sign on to the Online Banking Service and check for the delivery of new eBills. The time for notification may vary from Biller to Biller. You have the sole responsibility for ensuring timely payment of all bills.



**3.6.7.5. Cancellation Of eBill Notification.** The Biller reserves the right to cancel the presentation of eBills at any time. You may cancel electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentation may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting any eBills that are already in process at the time of cancellation.

**3.6.7.6. Non-Delivery Of eBill(s).** You agree to hold us harmless should the Biller fail to deliver your statement(s) timely. You have the sole responsibility for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**3.6.7.7. Accuracy And Dispute Of eBill.** We are not responsible for the accuracy of your eBill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your eBill summary or detail must be addressed with the Biller directly.

**3.6.7.8. Your Obligations To Billers.** This Online Banking Service Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **3.6.8. PERSON TO PERSON TRANSFERS**

EverBank offers person to person transfers called People Pay Service. To use the Service you must be enrolled in Online Banking. The People Pay Agreement is presented at the time of enrollment in the Service. By using People Pay Service you agree to its terms and conditions. All payments made to another person are subject to the terms and conditions within your Account Agreement, including the Online Banking Service Agreement, which is supplemented by the People Pay Agreement. If a discrepancy or inconsistency is determined to exist between the terms and conditions and other provisions of the People Pay Agreement and your Account Agreement, then the People Pay Agreement shall control with respect to the People Pay Service, but only to the extent necessary to address the discrepancy or inconsistency. EverBank is not responsible for inaccurate or incomplete payee or delivery instructions. Access to People Pay may be suspended or terminated at EverBank's discretion at any time without notice. Third party text message fees may apply. Payment amount limitations apply.

## **3.7. PROVIDING SECURITY AND PROTECTING YOU FROM FRAUD**

### **3.7.1. CONTACT INFORMATION**

If, at any time, you wish to contact EverBank, or you are uncomfortable with using the Internet to obtain information about EverBank or to access your accounts, please feel free to call the client solutions team. In addition, if you wish to discuss any privacy issue or report anything that you consider unusual or inappropriate, please contact the client solutions team (contact information is listed at the end of this Booklet).

### **3.7.2. WEB SAFETY GUARANTEE**

EverBank offers a Web Safety Guarantee that provides 100% reimbursement for all of the following:

- Any funds in your EverBank personal deposit accounts with us lost due to unauthorized Online Use or an EverBank mistake, including compensation for the resulting loss of interest, insufficient funds fees, and overdraft charges. "Online Use" means any service that is used to initiate monetary transactions using the Online Financial Center, Online Bill Pay or Mobile Banking. Mobile Banking includes banking from web-enabled phones or other mobile devices. "EverBank mistakes" are limited to errors made solely by EverBank, and does not include those caused partly or entirely by (a) inaccurate or incomplete information provided by you, (b) your misuse of our services or systems, or (c) your failure to comply with all terms of our agreements with you.
- Fees for late bill payments if your payment doesn't arrive by the "Deliver By" date shown in the Online Bill Payment calendar; and
- Funds misdirected or not transferred because of an EverBank mistake.

**Your Responsibilities.** To be protected by the Web Safety Guarantee, it is your responsibility to:

- Keep your online access credentials to yourself. Do not share them with anyone. If you suspect that your username, password, token, security code and/or PIN have been lost or stolen, change them and contact us immediately. At any time you may ask us to disable your password and issue a new one to you.
- Report any unauthorized access or suspicious activity on your account immediately.
- Never leave your computer or mobile device unattended while logged in to the EverBank website. Always log out completely when finished.
- Ensure copies of your Online Banking pages are cleared when you log out. Always close your browser after logging out.
- If using a mobile device for Online Use, be sure it is password protected and do not log in to your account in crowded public locations where others might observe you.

To notify EverBank of unauthorized Online Use, please call the client solutions team at 1.888.882.3837.

EverBank takes online safety seriously. For information about online safety, see our Online Privacy Practices Statement at [abouteverbank.com/privacy](http://abouteverbank.com/privacy) and our Online Safety page at [everbank.com/safety](http://everbank.com/safety).

For more information about your responsibilities, please see the Online Banking Service Agreement in this Booklet.

### **3.7.3. ENCRYPTION**

EverBank uses encryption technology to protect personal data when you use online banking. The possibility of someone hacking into your secure session, retrieving and unencrypting the data then using it to withdraw funds from your account is extraordinarily unlikely. Even if an unrelated third party were able to intercept the information you send, the information would be in code and could not be read.

### **3.7.4. SECURE INFORMATION**

EverBank highly recommends that you always ensure that your computer has the latest operating system and Internet browser patches installed. The following security guidelines should be kept in mind whenever you are asked for account information:

- EverBank will never send you an email asking for your passwords, deposit account numbers, credit card numbers, or other sensitive information.
- If we request information from you, we'll always direct you back to an EverBank site using links. These are for your convenience—you can also reach our website using your bookmarks or any of our published URLs.
- If you're required to enter personal information to perform a transaction, it's always done on a site secured with SSL technology—you can tell because, depending on the browser you are using, there will either be a padlock or key icon at the bottom of your screen or in the URL address box.
- Report suspicious activity regarding any of your personal accounts or personal information to the FTC. Send the actual spam to [SPAM@UCE.gov](mailto:SPAM@UCE.gov). If you believe you've been scammed, file your complaint at [www.ftc.gov](http://www.ftc.gov), and then visit the FTC's Identity Theft website ([www.identitytheft.gov](http://www.identitytheft.gov)) to learn how to minimize your risk of damage from identity theft.

### **3.7.5. USE OF SECURITY CODE**

The EverBank Security Code is an additional layer of protection. Unlike a password, which provides access to account information, a Security Code verifies your identity. Each Account Holder, including joint account holders, should have his or her own Security Code. This code is chosen by the individual and should be identifiable only to the individual. You may be asked for your Security Code when you make inquiries or changes to your account by email, fax, phone, or through online banking. We have no obligation to honor requests or orders accompanied by a Security Code, but we may honor such requests or orders in our sole discretion. If we do honor

requests or orders accompanied by your Security Code, you authorize us, at any time, to charge you for all checks, drafts, or other orders or transfer or debit requests for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the Security Code may have been affixed to or used with the request or order, so long as it matches the Security Code filed with us and contains the required number of signatures for this purpose. You must notify us at once if you suspect that your Security Code is being or has been misused. If a Security Code is on file, we have no obligation to require its use at any time or for any specific purpose.

### **3.7.6. ATM USER PRECAUTIONS**

EverBank is concerned about your safety while using an ATM. The following are some practical safeguards you can use to protect yourself before and after using an ATM.

If you know you will need to use an ATM, prepare all of your transactions before arriving. You may find it helpful to mark each transaction in your account record. After your transaction is complete, be sure to take your ATM receipts, which may contain account information. When you receive your monthly statement, make sure you compare it to your records. Protect your PIN and Visa® Debit Card as you would cash. And don't give anyone financial information over the telephone or write your PIN where it can be found. Under no circumstances should you lend your Visa® Debit Card to anyone. If you lose your Visa Debit Card or if it's stolen, promptly call us at 1.800.236.2442.

Additional tips when using an ATM:

- Be aware of your surroundings, especially at night. Be sure the area is well lit and ask someone you know to accompany you. Don't accept assistance from anyone you don't know.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you notice anything suspicious, or if any problem arises after you have begun a transaction, consider canceling it, taking your card and leaving.
- Don't display your cash. Count it later when you are in the safety of your own car, home or other secure area.
- Make sure all car doors are locked, windows up and keep the engine running when at a drive-up ATM. Again, remain alert to your surroundings. Report any suspicious activity or crime to the operator of the facility and local law enforcement officials.
- If the facility is equipped with an entry door, be sure to close it while conducting your transactions.
- Remember to take your card after you've completed your transactions.

### **3.7.7. PROTECTING CHILDREN'S PRIVACY ONLINE**

Pursuant to the requirements of the Children's Online Privacy Protection Act of 1988 (COPPA), EverBank will not intentionally engage in the collection of personal information from children under 13 years of age on its website or other online service (including mobile apps) without first obtaining consent from their parents or legal guardians. In the event any child under 13 years of age is detected to have given information to us, we will proceed in compliance with COPPA and will not:

1. seek to collect online contact information without prior parental consent or parental notification, which will include an opportunity for the parent to prevent use of the information and participation in the activity;
2. seek to collect personally identifiable offline contact information without prior parental consent;
3. distribute to third parties any personally identifiable information without prior parental consent;
4. give the ability to publicly post or otherwise distribute personally identifiable contact information without prior parental consent;
5. entice children by the prospect of a special game, prize, or other activity, to divulge information to participate in the activity.

### **3.7.8. LINKS TO OTHER SITES**

Our website contains links to other websites. We are not responsible for the privacy practices or the content of these websites. Please review the privacy notice found on each of any website you visit.

### **3.7.9. PUBLIC FORUMS**

EverBank's site may make chat rooms, forums, message boards, and/or news groups available to you. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information. We are not responsible for content posted by third parties to public forums. We reserve the right to discontinue offering public forums at any time and for any reason.

### **3.7.10. INFORMATION YOU SUPPLY US**

All information and documents that you supply us when applying for an account or requesting new or additional products or services becomes our property. That information and those documents will not be returned to you except as required by law. However, we protect the confidentiality and security of all of the information and documents you supply to us as described in our Online Privacy Practices Statement and Consumer Privacy Notice. Both of these documents are available on everbank.com. Please retain your own copy of any information that you might later need for your own records.

### **3.7.11. SECURITY**

EverBank restricts access to non-public personal information about you to those employees who need to know that information to provide products or services to you. EverBank maintains physical, electronic, and procedural safeguards that comply with federal standards, to guard your non-public personal information. See your separate Privacy Notice which may be titled "Facts: What does EverBank do with your personal information," for more information about our information collection, sharing and protection practices.

### **3.7.12. EMAIL**

We encourage you to utilize products that encrypt or secure your internet-based communications, including email communications. When you communicate with EverBank through email, you should understand that messages transmitted across the Internet could potentially be intercepted and viewed by malicious parties. We recommend that you consider all unencrypted email insecure and not appropriate for the communication of account numbers or other sensitive financial information. Our Online Banking Service features secure email and is the recommended method for any communications with us. To the extent that you communicate with us via unencrypted email, please be aware that we may respond in the same manner. Also, please note that we may send unencrypted email to you regarding your account, including without limitation confirmations regarding a transaction you have initiated or pre-authorized for your account. If you do not wish to receive these emails, please contact the client solutions team [contact information is listed at the end of this Booklet].

### **3.7.13. ENCRYPTED EMAIL**

Encrypted email not only provides authentication but also protects your privacy. If a message is properly encrypted, no one on the Internet can read your message to us. Encryption software "scrambles" the message so that only the intended recipient can read the message. Encrypted email often supports a digital signature within the same process. When combined, encryption and a digital signature allow you to obtain both authentication and privacy. We encourage and support the use of encrypted messages for communication with us. As an account holder, you have access, within EverBank's online banking services, to an encrypted, secure online-based email system. This system will allow you to communicate via a secured channel with the client solutions team.

## 4.0. SPECIFIC TERMS— PERSONAL DEPOSIT ACCOUNTS

This Specific Terms portion of the Account Agreement contains information about EverBank® Personal Deposit Accounts.

### 4.1. SPECIFIC TERMS FOR PERSONAL DEPOSIT ACCOUNTS (TRUTH IN SAVINGS)

#### IMPORTANT TERMS FOR EVERBANK PERSONAL DEPOSIT ACCOUNTS

##### CHECKING ACCOUNTS

###### 4.1.1. YIELD PLEDGE® CHECKING ACCOUNT

**4.1.1.1. Rate Sheets.** The annual percentage yield (APY), interest rate and related information are disclosed in our rate sheet for your account. You will receive the rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time.

**4.1.1.2. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Yield Pledge Checking Account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

**4.1.1.3. Interest Rate Information.** This is a tiered, variable rate account. The interest rate, annual percentage yield (APY), and tiers may change. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. For current interest rates, APYs, and tiers visit the Banking Rates section of our website or you may call the client solutions team (contact information is listed at the end of the Booklet). The average daily balance of your account will determine the interest rate tier for your account each month, and this interest rate will apply to the entire balance in your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.1.4. Determination Of Rate.** In our sole discretion, we may change the interest rate or tiers on your account.

**4.1.1.5. Frequency Of Rate Changes.** We may change the interest rate or tiers on your account at any time, without notice.

**4.1.1.6. Limitations On Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**4.1.1.7. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.1.8. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the average daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

**4.1.1.9. Transaction Limitations.** As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**4.1.1.10. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.1.11. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.1.12. Statements.** Statements will be available to you monthly.

**4.1.1.13. Yield Pledge.** EverBank promises that the yield on your account will stay in the Top 5% of Competitive Accounts based on Bankrate Monitor National Index survey data from the last week of each month. "Competitive Accounts" are similar accounts from the 10 largest banks and thrifts in 10 large U.S. banking markets. This includes data from the 5 largest banks and 5 largest thrifts in each market, except in markets without 5 banks and 5 thrifts. Each week Bankrate.com surveys these institutions and distributes its results on a paid subscription basis. Not all institutions report each week. EverBank reserves the right to change its Yield Pledge calculation method as necessary to accommodate changes in Bankrate's survey methodology at any time.

#### **4.1.2. BASIC CHECKING ACCOUNT**

**4.1.2.1. Interest Rate Information.** The Basic Checking Account does not earn interest.

**4.1.2.2. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.2.3. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.2.4. Statements.** Statements will be available to you monthly.

#### **MONEY MARKET ACCOUNTS**

##### **4.1.3. YIELD PLEDGE® MONEY MARKET AND YIELD PLEDGE MONEY MARKET IRAS**

**4.1.3.1. Rate Sheets.** The annual percentage yield (APY), interest rate and related information are disclosed in our rate sheet for your account. You will receive the rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time.

**4.1.3.2. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Yield Pledge Money Market Account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

**4.1.3.3. Interest Rate Information.** This is a tiered, variable rate account. The interest rate, annual percentage yield (APY), and tiers may change. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your account at the time it was opened. For current interest rates, APYs, and tiers visit the Banking Rates section of our website or you may call the client solutions team (contact information is listed at the end of the Booklet). The average daily balance of your account will determine the interest rate tier for your account each month, and this interest rate will apply to the entire balance in your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.3.4. Determination Of Rate.** In our sole discretion, we may change the tiers and interest rate on your account at any time, without notice.

**4.1.3.5. Frequency Of Rate Changes.** We may change the tiers and interest rate on your account at any time, without notice.

**4.1.3.6. Limitations On Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**4.1.3.7. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.3.8. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the average daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of

non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

**4.1.3.9. Transaction Limitations.** Per federal regulation, you are limited to six transfers or withdrawals per month. If the transfer or withdrawal is initiated in person, by mail or at an ATM, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. If you exceed these restrictions, you may incur service charges (refer to the Deposit Account Fee Schedule), and federal law requires us to close or convert your account to a checking account for repeated violations. As authorized by federal law, we reserve the right to require at any time not less than seven days' notice in writing before each withdrawal from this account.

**4.1.3.10. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.3.11. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.3.12. Statements.** Statements will be available to you not less than quarterly.

**4.1.3.13. Yield Pledge Money Market IRA.** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service (IRS). Please see your IRA Agreement or contact your tax advisor for additional information.

**4.1.3.14. Yield Pledge.** EverBank promises that the yield on your account will stay in the Top 5% of Competitive Accounts based on Bankrate Monitor National Index survey data from the last week of each month. "Competitive Accounts" are similar accounts from the 10 largest banks and thrifts in 10 large U.S. banking markets. This includes data from the 5 largest banks and 5 largest thrifts in each market, except in markets without 5 banks and 5 thrifts. Each week Bankrate.com surveys these institutions and distributes its results on a paid subscription basis. Not all institutions report each week. EverBank reserves the right to change its Yield Pledge calculation method as necessary to accommodate changes in Bankrate's survey methodology at any time.

## SAVINGS ACCOUNTS

### 4.1.4. BASIC SAVINGS AND BASIC SAVINGS IRA

**4.1.4.1. Rate Sheets.** The annual percentage yield (APY), interest rate and related information are disclosed in our rate sheet for your account. You will receive the rate sheet in your welcome package when you open your account or, if you agreed to electronic disclosures when submitting your application online, you will receive the rate sheet online at that time.

**4.1.4.2. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your Basic Savings Account, if any, are set forth in the rate sheet or the disclosure specific to the special offer that you have or will receive, which is incorporated herein by reference.

**4.1.4.3. Interest Rate Information.** This is a variable rate account. The interest rate and annual percentage yield (APY) may change. Refer to the rate sheet you have or will receive, which is incorporated herein by reference, for the interest rate and APY applicable to your account at the time it was opened. For current interest rates and APYs visit the Banking Rates section of our website or you may call the client solutions team (contact information is listed at the end of the Booklet). The average daily balance of your account will determine the interest rate tier for your account each month, and this interest rate will apply to the entire balance in your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.4.4. Determination Of Rate.** In our sole discretion, we may change the interest rate on your account.

**4.1.4.5. Frequency Of Rate Changes.** We may change the interest rate on your account at any time, without notice.

**4.1.4.6. Limitations On Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**4.1.4.7. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.4.8. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest will accrue on the average daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your account and then close your account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

**4.1.4.9. Transaction Limitations.** Per federal regulation, you are limited to six transfers or withdrawals per month. If the transfer or withdrawal is initiated in person, by mail or at an ATM, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. If you exceed these restrictions, you may incur service charges (refer to the Deposit Account Fee Schedule), and federal law requires us to close or convert your account to a checking account for repeated violations. As authorized by federal law, we reserve the right to require at any time not less than seven days' notice in writing before each withdrawal from this account.

**4.1.4.10. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.4.11. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.4.12. Statements.** Statements will be available to you not less than quarterly.

**4.1.4.13. Basic Savings IRA.** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service (IRS). Please see your IRA Agreement or contact your tax advisor for additional information.

## CERTIFICATE OF DEPOSIT ACCOUNTS

### 4.1.5. CDARS® CERTIFICATE OF DEPOSIT (CD) ACCOUNT

Funds may be submitted for placement into a CDARS CD account only after a depositor enters into a CDARS Deposit Placement Agreement with us. The CDARS Deposit Placement Agreement contains important information and conditions regarding the Placement of funds by us. Accounts are Placed each week on Thursday or the next Business Day thereafter. Early Withdrawal penalties apply. CDARS and Certificate of Deposit Account Registry Service are registered service marks of Promontory Interfinancial Network, LLC. Published rates and APYs are not applicable to CDs in excess of \$5 million; please call for a rate quote.

**4.1.5.1. Holding Account.** All accounts are subject to approval based in part on your chosen CD term and our Certificate of Deposit Account Registry Service (CDARS) participation limits. Accounts are not funded and opened ("Placed") immediately. Until your account is Placed, your opening deposit will be held in a designated Yield Pledge Money Market Account opened in your name. See the Yield Pledge Money Market section above for information on the terms and conditions for this holding account. The Yield Pledge Money Market Account will close after your CDARS CD account is Placed.

**4.1.5.2. Funding Deadlines.** In order for your CDARS account to be Placed, funds must be received by the deadlines set forth on our website and on the CDARS Deposit Placement Agreement (Schedule 2).



**4.1.5.3. FDIC Insurance.** Deposits above single institution FDIC insurance limits will not benefit from higher insurance protection until the CDARS CD account is Placed.

**4.1.5.4. Interest Rate Information.** The interest rate and annual percentage yield (APY) for the CDARS CD is fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the CD certificate you will receive in your welcome package, which is incorporated herein by reference, for the interest rate and APY applicable to your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.5.5. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.5.6. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account with the frequency set forth in your separate Notice of New Account provided to you at the time you opened your CDARS CD, which is incorporated herein by reference. Interest will be compounded from the date of deposit to the last full day before the date of withdrawal, using the average daily balance method. Interest will begin to accrue for non-cash deposits (for example, checks) as well as for cash deposits on the day the account is Placed. You may elect to have your interest credited to your CD balance, or credited to your EverBank checking or money market account. Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

**4.1.5.7. Early Withdrawal Penalties.** This product is intended to be held to maturity. In the event of Early Withdrawal, significant penalties may apply and may vary based on the CD term. Penalties are imposed against interest that would have been earned on the principal balance of the account if funds had not been withdrawn prior to the maturity date as follows:

4-week CD	28 days of simple interest
13-week CD	90 days of simple interest
26-week CD	90 days of simple interest
52-week CD	180 days of simple interest
2-year CD	360 days of simple interest
3-year CD	540 days of simple interest
5-year CD	900 days of simple interest

Early Withdrawal penalties will be waived for Account Holders that are Rhode Island residents in the event of death or legal incompetence of all of the Account Holders, as shown in our records.

**4.1.5.8. Withdrawal Of Interest Prior To Maturity.** Interest earned and credited to the CDARS CD account may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**4.1.5.9. Renewal Policies.** This CD product does not automatically renew. Maturity instructions are required for all maturing CDs.

**4.1.5.10. Transaction Limitations.** You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**4.1.5.11. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.5.12. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.5.13. Statements.** At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Periodic statements are not provided for the CDARS CD account. You will receive a maturity notice prior to the expiration of the CD term.

**4.1.6. YIELD PLEDGE® CERTIFICATE OF DEPOSIT (CD) ACCOUNT AND YIELD PLEDGE IRA CDS**

**4.1.6.1. Interest Rate Information.** The interest rate and annual percentage yield (APY) for the Yield Pledge CD is fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the CD certificate you will receive in your welcome package, which is incorporated herein by reference, for the interest rate and APY applicable to your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.6.2. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.6.3. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. You may elect to have your interest credited to your CD balance, or credited to your EverBank checking or money market account (not applicable for an IRA). Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

**4.1.6.4. Early Withdrawal Penalties.** We will impose an Early Withdrawal penalty on withdrawals made before the maturity date of the CD. This penalty will be the total interest that would have been earned on the principal balance of the account if funds had not been withdrawn prior to the maturity date as follows:

3-month CD	22 days of simple interest
6-month CD	45 days of simple interest
9-month CD	68 days of simple interest
1-year CD	91 days of simple interest
1.5-year CD	136 days of simple interest
2-year CD	182 days of simple interest
2.5-year CD	228 days of simple interest
3-year CD	273 days of simple interest
4-year CD	365 days of simple interest
5-year CD	456 days of simple interest

Early Withdrawal penalties may be waived, at our discretion, in the event of death or legal incompetence of any of the Account Holders, as shown on our records.

Early Withdrawal penalties will be waived for Account Holders that are Rhode Island residents in the event of death or legal incompetence of all of the Account Holders, as shown in our records.

**4.1.6.5. Withdrawal Of Interest Prior To Maturity.** Interest earned and credited to the Yield Pledge CD account may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**4.1.6.6. Renewal Policies.** Your account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. You will have a grace period of 10 calendar days from the maturity date to withdraw the funds in the account without penalty. The interest rate and APY for any renewal term will be the interest rate and APY we are offering at the time of renewal for a new Yield Pledge CD of the same length of term.

**4.1.6.7. Transaction Limitations.** You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**4.1.6.8. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.6.9. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.6.10. Statements.** At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Statements for the Yield Pledge CD Account are available on combined statements when you have a checking account. Otherwise, you will receive a maturity notice prior to the expiration of the CD term.

**4.1.6.11. Yield Pledge IRA CD Provisions.** For IRA Account Holders over the age of 59½, withdrawals of credited interest or as part of a required minimum distribution are penalty free. All other withdrawals are subject to the Yield Pledge CD Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information.

**4.1.6.12. Yield Pledge.** EverBank promises that the yield on your account at the time you open, renew, or roll your expiring CD into a new Yield Pledge CD will be in the Top 5% of Competitive Accounts based on Bankrate Monitor National Index survey data from that week. "Competitive Accounts" are similar accounts from the 10 largest banks and thrifts in 10 large U.S. banking markets. This includes data from the 5 largest banks and 5 largest thrifts in each market, except in markets without 5 banks and 5 thrifts. Each week Bankrate.com surveys these institutions and distributes its results on a paid subscription basis. Not all institutions report each week. In the event Bankrate Monitor's National Index does not include any information for a specific EverBank Yield Pledge CD term, EverBank will average the data for the two closest terms (higher and lower) to establish the minimum yield for the unrepresented term. EverBank reserves the right to change its Yield Pledge calculation method as necessary to accommodate changes in Bankrate's survey methodology at any time.

#### **4.1.7. BASIC CERTIFICATE OF DEPOSIT (CD) ACCOUNT AND BASIC CD IRAs**

**4.1.7.1. Interest Rate Information.** The interest rate and annual percentage yield (APY) for the Basic CD is fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the CD certificate you will receive in your welcome package, which is incorporated herein by reference, for the interest rate and APY applicable to your account. We reserve the right to establish a rate schedule according to banking channel and service level.

**4.1.7.2. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.7.3. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. You may elect to have your interest credited to your CD balance, or credited to your EverBank checking or money market account (not applicable for an IRA). Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

**4.1.7.4. Early Withdrawal Penalties.** We will impose an Early Withdrawal penalty on withdrawals made before the maturity date of the CD. This penalty will be the total interest that would have been earned on the principal balance of the account if funds had not been withdrawn prior to the maturity date as follows:

3-month CD	22 days of simple interest
6-month CD	45 days of simple interest
9-month CD	68 days of simple interest
1-year CD	91 days of simple interest
1.5-year CD	136 days of simple interest
2-year CD	182 days of simple interest
2.5-year CD	228 days of simple interest
3-year CD	273 days of simple interest
4-year CD	365 days of simple interest
5-year CD	456 days of simple interest

Early Withdrawal penalties may be waived, at our discretion, in the event of death or legal incompetence of any of the Account Holders, as shown on our records.

Early Withdrawal penalties will be waived for Account Holders that are Rhode Island residents in the event of death or legal incompetence of all of the Account Holders, as shown in our records.

**4.1.7.5. Withdrawal Of Interest Prior To Maturity.** Interest earned and credited to the Basic CD account may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**4.1.7.6. Renewal Policies.** Your account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. You will have a grace period of 10 calendar days from the maturity date to withdraw the funds in the account without penalty. The interest rate and APY for any renewal term will be the interest rate and APY we are offering at the time of renewal for a new Basic CD of the same length of term.

**4.1.7.7. Transaction Limitations.** You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**4.1.7.8. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**4.1.7.9. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.7.10. Statements.** At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Statements for the Basic CD account are available on combined statements when you have a checking account. Otherwise, you will receive a maturity notice prior to the expiration of the CD term.

**4.1.7.11. Basic IRA CD Provisions.** For IRA Account Holders over the age of 59½, withdrawals of credited interest or as part of a required minimum distribution are penalty free. All other withdrawals are subject to the Basic CD Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information.

## **4.1.8. INDEX CERTIFICATE OF DEPOSIT (CD) ACCOUNT AND INDEX IRA CDs**

### **4.1.8.1. LIBOR Index CD**

**4.1.8.1.1. Interest Rate Information.** The interest rate and annual percentage yield (APY) for the LIBOR Index CD is variable and may change after the account is opened, as described below. After the account is opened, the interest rate and APY may change on March 1, June 1, September 1, and December 1 of each year (the "rate change dates"). The changed interest rate will equal the sum of an index (unrounded, using the first two numbers after the decimal place of the index) plus a margin. Refer to the CD certificate you will receive in your welcome package, which is incorporated herein by reference, for the margin applicable to your account, and for the interest rate and APY as of the day the account is opened. The initial index will equal the 3-month London Interbank Offer Rate (LIBOR) as of the day your account is opened. The index for interest rate and APY changes will equal the LIBOR rate as of the close of business two business days prior to each of the above interest rate and APY change dates. The interest rate and APY will change without prior notice to you. The interest rate and APY will be paid from the date of the deposit until the maturity date of the CD. We reserve the right to establish a rate schedule according to banking channel and service level. In the event the current index is no longer being reported, we reserve the right to switch to a comparable index without prior notice to you.

**4.1.8.1.2. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.8.1.3. Compounding And Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. You may elect to have your interest credited to your CD balance, or credited to your EverBank checking or money market account (not applicable for an IRA). Only interest credited to your CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

**4.1.8.1.4. Early Withdrawal Penalties.** We will impose an Early Withdrawal penalty on withdrawals made before the maturity date of the CD. This penalty will be equal to 273 days of simple interest that would have been earned, at the current rate the day the request was made, on the principal balance of the account if funds had not been withdrawn prior to the maturity date. We may waive Early Withdrawal penalties in our discretion, in the event of death or legal incompetence of any of the Account Holders, as shown on our records. Early Withdrawal penalties will be waived for Account Holders that are Rhode Island residents in the event of death or legal incompetence of all of the Account Holders, as shown in our records.

**4.1.8.1.5. Withdrawal Of Interest Prior To Maturity.** Interest earned and credited to the LIBOR Index CD account may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**4.1.8.1.6. Renewal Policies.** Your account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. You will have a grace period of 10 calendar days from the maturity date to withdraw the funds in the account without penalty. The interest rate and APY for any renewal term will be the interest rate and APY we are offering at the time of renewal for a new LIBOR Index CD of the same length of term.

**4.1.8.1.7. Transaction Limitations.** You may not make any deposits into your account before maturity of the certificate. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**4.1.8.1.8. Minimum Balance Requirements.** Refer to the CD certificate you will receive in your welcome package for account opening minimum deposits and minimum balance requirements to obtain the disclosed interest rate and APY.

**4.1.8.1.9. Fees.** Refer to the Deposit Account Fee Schedule. Fees may reduce earnings.

**4.1.8.1.10. Statements.** At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date and other important terms. Statements for the LIBOR Index CD account are available on combined statements when you have a checking account. Otherwise, you will receive a maturity notice prior to the expiration of the CD term.

**4.1.8.1.11. LIBOR Index IRA CD Provisions.** For IRA Account Holders over the age of 59½, withdrawals of credited interest or as part of a required minimum distribution are penalty free. All other withdrawals are subject to the LIBOR Index CD Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information.

#### **4.1.9. BUMP RATE CERTIFICATE OF DEPOSIT (CD) ACCOUNT AND BUMP RATE IRA CDS**

**4.1.9.1. Interest Rate Information.** The interest rate and annual percentage yield (APY) for the Bump Rate CD is fixed and will be paid from the date of the deposit until the maturity date of the CD unless you use the Rate Increase Option (see below). Refer to the CD certificate you will receive in your welcome package, which is incorporated herein by reference, for the interest rate and APY that applies to your account during its term unless you exercise the Rate Increase Option.

**4.1.9.2. Rate Increase Option.** The Rate Increase Option allows you to increase your interest rate and APY one time during the term of the CD. If your Bump Rate CD renews to a new Bump Rate CD, you will be able to exercise the Rate Increase Option one time during that renewal term. You may only have one Bump Rate CD at a time as the “primary accountholder.” The “primary accountholder” for any Bump Rate CD is the person reflected in our records as the primary accountholder. There is no limit on the number of Bump Rate CDs that you can have as a secondary (non-primary) accountholder.

**4.1.9.3. How Your New Interest Rate and APY Is Determined.** If you choose to exercise the Rate Increase Option, the new interest rate and APY for the remaining term of your Bump Rate CD will be determined as follows:

- If we are offering a Bump Rate CD on the date of your rate increase request, your new interest rate and APY will be equal to either (a) the interest rate and APY for our current Bump Rate CD with the same maturity term as your existing Bump Rate CD if we are offering a Bump Rate CD with the same term as your existing Bump Rate CD; or (b) the interest rate and APY for our current Bump Rate CD with the next shorter term if we are not offering a Bump Rate CD with the same term as your existing Bump Rate CD; or
- If we are not offering a Bump Rate CD on the date of your rate increase request, your new interest rate and APY will be equal to the interest rate and APY for the CD we are offering at that time with a minimum balance requirement corresponding to your Bump Rate CD and a term closest to (but shorter) than the term of your Bump Rate CD.

The date of your rate increase request is the date you call us as provided in “Using The Rate Increase Option” below. Interest rate and APY changes are not retroactive and therefore apply only to the remaining term of your Bump Rate CD as of the date of the rate increase request.

**4.1.9.4. Using The Rate Increase Option.** The current interest rate and APY for our Bump Rate CD and other CDs is always available on our website. It is your responsibility to monitor those interest rates and APYs so that you can choose if or when you want to use the Rate Increase Option. We will not provide any notice to you when our interest rates change. If at any time during the term of your Bump Rate CD you want to exercise the Rate Increase Option, call us during normal business hours at 1.888.882.3837.

THE DATE ON WHICH YOU CHOOSE TO USE THE RATE INCREASE OPTION COULD IMPACT, POSITIVELY OR NEGATIVELY, THE TOTAL EARNINGS ON YOUR CD. It is important to remember that our interest rates and APYs for new Bump Rate CDs may increase or decrease at any time. Also, even when interest rates are rising or declining, it does not necessarily mean that they will continue to do so or will continue to do so at the same pace. For these reasons, if you use the Rate Increase Option early in the term of your Bump Rate CD you might earn less total interest

than if you had waited for interest rates to increase more. However, because interest rates also can decrease, using your Rate Increase Option early could result in higher interest earnings on your account. THE AVAILABILITY OF THE RATE INCREASE OPTION NEITHER IMPLIES NOR GUARANTEES THAT OUR INTEREST RATES WILL INCREASE DURING THE TERM OF ANY BUMP RATE CD.

**4.1.9.5. Our Right to Discontinue the Bump Rate CD.** We may choose in our sole discretion to stop offering Bump Rate CDs at any time. If we do, that will not affect any Bump Rate CD that you have at that time, or your ability to use your Rate Increase Option for that Bump Rate CD, but your existing Bump Rate CD will not automatically renew (see “Renewal Policies,” below).

**4.1.9.6. Balance Computation Method.** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**4.1.9.7. Compounding and Crediting Frequency.** Interest will be compounded daily and will be credited to your account monthly. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. You may elect to have your interest credited to your Bump Rate CD balance, or credited to your EverBank checking or money market account (not applicable for an IRA). Only interest credited to your Bump Rate CD account will be compounded. Subject to Early Withdrawal penalty described below, if you close your Bump Rate CD account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal.

**4.1.9.8. Early Withdrawal Penalties.** We will impose an Early Withdrawal penalty on withdrawals made before the maturity date of the Bump Rate CD. This penalty will be equal to 318 days of simple interest that would have been earned on the principal balance of the account, using the interest rate that applied to the account on the first day of its term, if funds had not been withdrawn prior to the maturity date. Early Withdrawal penalties may be waived, at our discretion, in the event of death or legal incompetence of any of the Account Holders, as shown on our records. Early Withdrawal penalties will be waived in the event of the death or legal incompetence of all of the Account Holders shown in our records who are Rhode Island residents.

**4.1.9.9. Withdrawal Of Interest Prior To Maturity.** Interest earned and credited to the Bump Rate CD may be withdrawn; however, in order to earn the APY, interest must remain in the account until the stated maturity date. The disclosed APY assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**4.1.9.10. Renewal Policies.** For so long as we are offering a Bump Rate CD, your Bump Rate CD will automatically renew at maturity for an additional term equal to the term of your existing Bump Rate CD, or to the next shorter term if we are no longer offering a Bump Rate CD with the same term as your renewing Bump Rate CD. When your Bump Rate CD matures, you will have a grace period of 10 calendar days from the maturity date to withdraw the funds in the account without penalty. The interest rate and APY for any renewal term will be the interest rate and APY we are offering at the time of renewal for a new Bump Rate CD with the same term as your renewing Bump Rate CD or to the next shorter term if we are no longer offering a Bump Rate CD with the same term as your renewing Bump Rate CD. There are unlimited renewals for so long as we are offering the Bump Rate CD. However, if we are no longer offering a Bump Rate CD when your Bump Rate CD matures, your existing Bump Rate CD cannot be renewed.

**4.1.9.11. Transaction Limitations.** You may not make any deposits into your Bump Rate CD before its maturity. As authorized by federal law, we reserve the right at any time to require not less than seven days’ notice in writing before each withdrawal from this account.

**4.1.9.12. Minimum and Maximum Deposits.** Refer to the Deposit Account Fee Schedule for minimum and maximum deposits at account opening.

**4.1.9.13. Fees.** Refer to the Deposit Account Fee Schedule.

**4.1.9.14. Statements and Notices.** At the time your CD is opened, you will receive a confirmation of CD(s) purchased, incorporated herein by reference, which sets forth your maturity date, interest rate, APY and other important terms. Statements for the Bump Rate CD account are available on combined statements when you have a checking account. You will receive a maturity notice prior to the expiration of the CD term.

**4.1.9.15. Bump Rate IRA CD Provisions.** For IRA Account Holders over the age of 59½, withdrawals of credited interest or as part of a required minimum distribution are penalty free. All other withdrawals are subject to the Bump Rate CD Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information.

## **4.2. OVERDRAFT PROTECTION AGREEMENT**

If funds are not available to cover your transactions, we will generally decline them and charge an NSF fee as disclosed in our Deposit Account Fee Schedule (and we cap these fees at two per day per account).

We do, however, offer two means for you to avoid overdraft scenarios and NSF fees: (1) an automated account transfer service ("Checking, Money Market, or Savings Overdraft Protection") or (2) an Overdraft Line of Credit (for qualified applicants). You may maintain only one of these two plans at a time.

This Overdraft Protection Agreement ("Overdraft Agreement") governs the use of your Checking, Money Market or Savings Overdraft Protection service and/or your Overdraft Line of Credit. An Overdraft Line of Credit is available only if you apply for and are granted the Overdraft Line of Credit. Please read this Overdraft Agreement carefully and keep a copy for your records.

### **4.2.1. CHECKING, MONEY MARKET OR SAVINGS OVERDRAFT PROTECTION**

You may use your EverBank checking, money market or savings account (a "Source Account") to fund overdrafts on your [other] checking account. To use your Source Account to pay overdrafts, you must request this feature. If you elect to use a Source Account to pay overdrafts on your checking account, we will transfer funds from your Source Account to your checking account when any debit on your checking account is presented for payment in an amount in excess of the available funds in your checking account to pay the check ("Overdraft Amount"). Transfers from your Source Account will be made in the exact amount necessary to cover the Overdraft Amount provided. However, we are not obligated to transfer such funds, and we may dishonor the debit, if such transfer would cause you to overdraw your Source Account. In addition, each transfer of an Overdraft Amount will be considered a transaction subject to the transaction limitations on your money market or savings account and you may incur fees and other penalties for exceeding the allowable transactions on your money market or savings account. See the Specific Terms section in the Booklet related to your account for transaction limitations. See the Deposit Account Fee Schedule for the applicable fees. No Traditional or Roth Individual Retirement Account ("IRA"), WorldCurrency Account, or Metals Select Account may be used as a Source Account to fund overdrafts in any other account.

### **4.2.2. OVERDRAFT PROTECTION LINE OF CREDIT**

This Overdraft Agreement supplements and is a part of your Account Agreement. If a discrepancy or inconsistency is determined to exist between the terms and conditions and other provisions of this Overdraft Agreement and your Account Agreement, then this Overdraft Agreement shall control with respect to the Overdraft Line of Credit, but only to the extent necessary to address the discrepancy or inconsistency.

**4.2.2.1. Agreement To Terms.** By applying for the Overdraft Line of Credit, or by using or consenting to the use of this Overdraft Line of Credit, you agree to the terms and conditions in this Overdraft Agreement and that this Overdraft Agreement will govern the Overdraft Line of Credit and all credit extended under this Overdraft Agreement. You understand that the use of this Overdraft Line of Credit will constitute your acceptance of, and will be subject to, this Overdraft Agreement. You agree to be responsible for all charges incurred according to this Overdraft Agreement.



**4.2.2.2. Business Days.** For the purposes of this Overdraft Agreement, every day is a business day ("Business Day") except Saturdays, Sundays, and federal holidays.

**4.2.2.3. Checking Account.** This Overdraft Line of Credit is available only to persons who open and maintain a personal checking account with us. If you or we close your checking account, we will automatically terminate your Overdraft Line of Credit as described below in the Term and Cancellation section in this Overdraft Agreement.

**4.2.2.4. Credit Advances.** So long as you are not in Default and your right to loans under this Overdraft Agreement has not been suspended, terminated, or canceled, we will make loans ("Advances") to you by automatically transferring funds from your Overdraft Line of Credit to your checking account in the following circumstances. Each of these circumstances will constitute a request for an Advance, if, in each instance, the transfer or withdrawal results in a negative available balance in your checking account or is made at a time when your checking account already has a negative available balance. Subject to the above, we will make these Advances if you (a) write a check on your checking account or otherwise transfer or withdraw funds from your checking account, (b) use a Visa® Debit Card to make a withdrawal from your checking account at an ATM, or (c) use a Visa® Debit Card to purchase goods or services using your checking account. In addition, fees and charges imposed on your checking account will be charged to your Overdraft Line of Credit as an Advance if those charges are incurred when you have a negative balance on your checking account or if the charge would cause you to exceed the balance of your checking account. All such Advances will constitute a loan to you and will be subject to finance charges (as defined below) and to this Overdraft Agreement. Subject to your Credit Limit (see below), all Advances will be made in an amount that is either (a) equal to the amount by which the transfer or withdrawal from, or other debit to, your checking account exceeds the balance in the checking account or (b) if the checking account has a negative balance at the time of the transfer, withdrawal or other debit, in an amount equal to the transfer, withdrawal or debit.

We are not obligated to honor any attempted usage of your Overdraft Line of Credit if: (a) your Credit Limit has been exceeded or would be exceeded by the transaction; (b) you have failed to pay amounts owed to us when due or have otherwise failed to comply with this Overdraft Agreement; (c) you have closed your checking account; or (d) your rights under this Overdraft Agreement have been otherwise suspended, revoked, or terminated.

If we receive conflicting demands or instructions from any of you, we may, in our sole discretion, but are not obligated to, refuse to make any Advance that has not been requested by all of you together. In no event will we be liable for the delay or refusal to follow instructions that occur because of an actual or apparent conflict. You agree to indemnify and hold us harmless for any claim, dispute or loss relating to honoring or refusing to honor any instructions or demands that we believe may be conflicting. Our liability, if any, for wrongful dishonor of a request for an Advance is limited to your actual damages, and in no event will such liability exceed the amount of the requested Advance.

**4.2.2.5. Credit Limit.** We will determine a maximum Credit Limit for your Overdraft Line of Credit when we open your Overdraft Line of Credit, and we may increase or decrease your Credit Limit at any time, in our sole discretion. You may borrow against the Credit Limit, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. However, your total Advances outstanding at any one time may not exceed your Credit Limit, and you agree not to attempt, request, or obtain an Advance that would make your Overdraft Line of Credit balance exceed your Credit Limit. We have no obligation to make Advances to you in amounts in excess of your Credit Limit; we may reject and return any item constituting a request for an Advance if allowing the Advance would cause you to exceed your Credit Limit, or if you already have outstanding charges in excess of your Credit Limit. However, in our sole discretion, we may make an Advance even though the Advance would cause you to exceed your Credit Limit, or you already have a balance on your credit account that exceeds your Credit Limit. If we do decide to allow an Advance in such cases, we will have no obligation to do so in the future. You agree that you will repay the amount in excess of your Credit Limit immediately, even if we have not yet billed you for such amount. We will tell you your initial Credit Limit when we open your Overdraft Line of Credit,

and we will notify you of any change to your Credit Limit by a remark on your billing statement or other written notice that we send you.

**4.2.2.6. Promise To Pay.** You promise to pay to us, or our order, without defense or setoff, the total of all Advances made under this Overdraft Agreement, plus all Finance Charges assessed on your Overdraft Line of Credit and any other charges and fees that you may owe us under the terms of this Overdraft Agreement (including collection costs or other amounts). If there is more than one of you, each is jointly and severally liable under this Overdraft Agreement. This means that we can require any one of you to pay all amounts due under this Overdraft Agreement without first asking the other person(s) to pay, including Advances made to any of you, even if in excess of the authorized Credit Limit. In addition, each of you is responsible for repayments of any Advances and charges incurred by persons authorized by any of you to use your checking account, whether or not such persons have signed the application for the Overdraft Line of Credit. We may release any of you from responsibility under this Overdraft Agreement, without the consent of any of the others of you, and the others will remain fully responsible under this Overdraft Agreement.

**4.2.2.7. Adjustments.** We may make adjustments to your Overdraft Line of Credit from time to time that reflect corrections to your balance; for example, if Advances or credits are posted in the wrong amount, to the wrong account, or if posting is delayed or an item is returned unpaid.

**4.2.2.8. Late Charges.** If you do not pay the required minimum payment within 10 days after the due date, either by sending a payment to us or by an automatic transfer from your checking account, we will charge your Overdraft Line of Credit a late payment fee. Refer to the Deposit Account Fee Schedule for the fee.

**4.2.2.9. Billing Statements.** We will send or provide to you a billing statement for each monthly billing cycle in which your Overdraft Line of Credit has a debit or credit balance of more than \$1 on the final day of the billing cycle or if we imposed a finance charge (see the Finance Charges; No Grace Period portion of this Overdraft Agreement) during the billing cycle. This statement will show, among other things, all new transactions since the prior billing statement, the billing statement closing date, the total amount you owe us as of the billing statement closing date (labeled New Balance), the Finance Charges and annual percentage rate for the billing period covered by the billing statement, payments and credits made to the Overdraft Line of Credit during the billing cycle, the Minimum Payment Due (defined below), and the payment due date. The billing statement may not be on a calendar-month basis. We reserve the right to change the billing statement closing date.

**4.2.2.10. Payments.** Payments are due monthly on a date that we select, which may be changed by us from time to time. Your minimum monthly payment (Minimum Payment Due) will be equal to the sum of (a) your New Balance as defined below, plus (b) any amount past due on your Overdraft Line of Credit and any amount over your Credit Limit at the billing cycle closing date. You may pay more than the Minimum Payment Due without penalty at any time. Payments in excess of your Minimum Payment Due will not relieve you of your obligation to pay the Minimum Payment Due in any later month. All payments must be made in good funds by check, money order, wire transfer, or automatic transfer from an account offering such service, in United States dollars. If payments are made by mail, postage must be prepaid to the address appearing on your billing statement for receipt of payments.

**4.2.2.11. Automatic Transfers From Checking Account.** All credits to your checking account will be automatically applied toward any outstanding balances on your Overdraft Line of Credit, including any payments due, once the funds are available. However, if you do not have sufficient funds in your checking account on any day of the billing cycle following the billing cycle for which payment is due, we will add the amount of the unpaid Minimum Payment Due to the Minimum Payment Due for the next billing cycle as an amount past due.

**4.2.2.12. Application Of Payments.** Each payment made by you to your Overdraft Line of Credit will be applied first to Finance Charges (as defined below), then to fees, and then to Advances.

**4.2.2.13. How We Determine Your Balance.** The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we

begin with the outstanding balance on your Overdraft Line of Credit at the beginning of each billing cycle, called the "Previous Balance" on your billing statement. We add in any Advances and other charges posted to your Overdraft Line of Credit since the end of the previous billing cycle and subtract any payments and credits we received. We then add the appropriate Finance Charges and fees, and make other applicable adjustments.

**4.2.2.14. Finance Charges; No Grace Period.** We will begin charging interest on each Advance on the transaction date. Interest will accrue on the transaction until it is paid in full. There is no period within which you may repay Advances to avoid a Finance Charge. Finance Charges accumulate each day until the exact current payoff amount is received and posted to your Overdraft Line of Credit. The exact current payoff as of any day is the aggregate of all unpaid Advances, plus all accrued and unpaid Finance Charges, plus other amounts due hereunder, if any.

**4.2.2.15. Calculation Of Interest Charges.**

**(a) Daily Balance Method (Including current transactions).** We figure the interest charge on your account by applying the Daily Periodic Rate (as defined below) to the daily balance of your account for each day in the billing cycle. To get the daily balance we take the beginning balance of your account each day, add any new Advances, and subtract any unpaid interest or other Finance Charges and any payments or credits. This gives us the daily balance.

**(b) Variable APR and Daily Periodic Rate.** The APR and Daily Periodic Rate are variable rates that may change monthly. The Daily Periodic Rate (as defined below) will be 1/365th (1/366th in a leap year) of the sum of an "Index" plus a Margin. The Index will be the prime rate as published in the "Money Rates" section of The Wall Street Journal on the 15th day (or preceding Business Day, if the 15th is not a Business Day) of the prior month in which the billing cycle begins. There are no limits on the amount of changes to the APR or Daily Periodic Rate. An increase in the APR and Daily Periodic Rate will cause an increase in your required payments. For the current Margin visit the Banking Rates section of our website or you may contact the client solutions team (contact information is listed at the end of the Booklet). The current Index, and the current Daily Periodic Rate and corresponding Annual Percentage Rate are disclosed on the current rate sheet and on each billing statement we will send you.

If a law, which applies to this Overdraft Agreement and which sets maximum interest rates, is finally interpreted by a court having jurisdiction so that the interest or other charges collected or to be collected in connection with this Overdraft Agreement exceed the permitted limit, then: (a) the interest and/or other charges payable hereunder will be reduced by the amount necessary to reduce them to the permitted limit, and (b) any sums already collected that exceed the permitted limit will be refunded to you. We may choose to make this refund by reducing the principal you owe under this Overdraft Agreement or by making a direct payment to you.

**4.2.2.16. Default.** You will be in "Default" if you (a) fail to make any payment on your Overdraft Line of Credit when due; (b) exceed your Credit Limit; (c) fail to provide complete and accurate financial information in your Overdraft Line of Credit application or upon our request at a later time; (d) become subject to bankruptcy or insolvency proceedings; (e) do not comply with any of the terms of your Overdraft Line of Credit, including those terms as provided by this Overdraft Agreement and any other Agreement that you enter into with us in connection with your Overdraft Line of Credit; or (f) we reasonably feel insecure about your ability to repay your Overdraft Line of Credit balance (reasonable insecurity would include, without limitation, our determination that you are not paying your other creditors on time). If you are in Default, we may, at our option, do all or any of the following: declare all amounts you owe to be immediately due and payable, terminate or suspend your Overdraft Line of Credit privileges or reduce your Credit Limit. In addition, if your Overdraft Line of Credit is in Default, you agree to pay all court and collection costs we actually incur in the collection of amounts you owe us under this Overdraft Agreement. In the event we refer your Overdraft Line of Credit to an attorney who is not our salaried employee, you agree to pay the attorney's charges in a reasonable amount.

**4.2.2.17. Obtaining Credit Information.** You authorize us to make any credit, employment, or other investigative inquiries we deem appropriate (including, without limitation, obtaining a consumer report) in connection with our determination to open, renew, update, maintain, or collect on your account. 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.

**4.2.2.18. 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 by phone or mail using the contact information listed at the end of the Booklet. 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.

**4.2.2.19. Negative Credit Reports.** WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULT ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT. IN ADDITION, AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.

**4.2.2.20. Term And Cancellation.** This Overdraft Agreement has no set expiration date and shall be effective until it is canceled. We may cancel your Overdraft Line of Credit or suspend your right to use or access your Overdraft Line of Credit at any time, with or without cause, by writing to you at the address shown for you in our records. In addition, if you close your checking account, we will terminate your Overdraft Line of Credit automatically without prior notice to you.

You also may cancel this Overdraft Agreement at any time by notifying us at the address or phone number printed at the end of the Booklet. If this is a Joint Account, any of you may request that the Overdraft Line of Credit be canceled at any time by notifying us, and each of you agrees that we may honor that request without having any liability to any of you. In any case, you must pay for all credit owed to us that has been extended to you, or arising from use of your Overdraft Line of Credit prior or subsequent to cancellation.

Your or our termination of your Overdraft Line of Credit will not affect your obligations under this Overdraft Agreement or your liability for Advances or other charges posted to your Overdraft Line of Credit prior to or after the time the Overdraft Line of Credit is terminated. Upon termination of your Overdraft Line of Credit, unless you are in Default, you will be required to pay off the balance of your Overdraft Line of Credit under the minimum payment terms provided in this Overdraft Agreement, and interest will be charged on your outstanding balance under the terms provided in this Overdraft Agreement until your balance is paid in full. If you are in Default, we may exercise our rights as outlined in the Default section of this Overdraft Agreement.

**4.2.2.21. Sending Notices.** We will send all notices and statements to you at your address as it appears in our records, and you must promptly advise us of any change in your mailing address. Notwithstanding the preceding sentence, if you have requested that we provide all notices and statements to you on the Internet, you may obtain statements and any notices by accessing the website and logging onto your account. If you have requested to receive statements and notices on the Internet, those statements and notices will be available to you on the Internet on the day on which we would have mailed the statement or notice to you if you had not requested to receive these materials on the Internet. In such case, we will not mail these materials to you unless you make a specific request. You agree that all notices and statements provided to you on the Internet satisfy all applicable legal requirements with respect to the timing and providing of such statements and notices.

**4.2.2.22. Financial Statements.** In the event that we require updated financial information for our records, you agree to provide such financial information upon our request.

**4.2.2.23. No Waiver Of Rights.** We may delay or waive the enforcement of our rights under this Overdraft Agreement without losing those rights or any other rights. If we delay or waive any of our rights, we may enforce those rights at any time in the future without advance notice.

We can accept and apply any late or partial payments, or payments marked “payment in full” or similar statement, or payments marked with a request to apply the payment in a particular manner to amounts you owe under this Overdraft Agreement, without liability on our part, and without losing any of our rights under this Overdraft Agreement, including the right to require full payment of all amounts owed under this Overdraft Agreement.

**4.2.2.24. Waiver Of Presentment.** You waive any legal requirements of presentment, demand, protest, notice of dishonor, or notice of protest under this Overdraft Agreement.

**4.2.2.25. Governing Law.** You understand and agree that (a) this Overdraft Agreement and your Overdraft Line of Credit are governed by applicable federal laws and, to the extent not preempted by federal law, the laws of the state of Florida without regard to conflicts of law principles regarding laws of other states, and (b) your Overdraft Line of Credit was opened or will be continued after approval by us in the state of Florida. If any provision of this Overdraft Agreement is held to be unenforceable or illegal, that provision shall be considered modified to the extent necessary to be enforceable and legally compliant. Provisions that are not effected thereby shall remain in full force and effect.

**4.2.2.26. Change In Terms.** We may amend the terms of this Overdraft Agreement (including, without limitation, the amount of any charges described herein) from time to time, without notification to you, unless notice is required by law. If notice is required by law, we will send to you notice at the address shown on your records. Any amendment of this Overdraft Agreement may, on or after the date on which it becomes effective as to us, apply to all of your then-outstanding unpaid indebtedness to us on your Overdraft Line of Credit. We may also modify or terminate any feature of your Overdraft Line of Credit that is not described or referred to in this Overdraft Agreement.

**4.2.2.27. Military Lending Act Notice.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and for a general description of your payment obligations for this account, please call 1.855.787.7764.

For our clients in the military, find out more about other statutory relief that may be available to you at [everbank.com/scra](http://everbank.com/scra).

**4.2.2.28. Your Billing Rights: Keep This Document For Future Use.** 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 statement, write to us at the address listed at the end of the Booklet and available on our website. 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 bill, 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 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.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

#### **After We Finish Our Investigation, One Of Two Things Will Happen:**

- **If We Made A Mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If We Do Not Believe There Was A Mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your statement is correct.

### **4.3. ONLINE CHECK DEPOSIT SERVICES AGREEMENT**

This Personal Online Check Deposit Service Agreement (the "Deposit Service Agreement") governs the use of EverBank's Online Check Deposit Service (the "Service" or "Services") by having personal, non-business deposit accounts with us. By submitting an application for the Services or using the Services, you agree to the terms, conditions, and disclosures in this Deposit Service Agreement. This Deposit Service Agreement supplements and is part of your Account Agreement. If a discrepancy or inconsistency is determined to exist between the terms and conditions and other provisions of this Deposit Service Agreement and your Account Agreement, then this Deposit Service Agreement shall control with respect to the Services, but only to the extent necessary to address the discrepancy or inconsistency.

For purposes of this Deposit Service Agreement, the words "We," "Our," "Us," "Bank" and other similar terms mean EverBank. "You," "Your," "User" and other similar terms refer to the person applying for or receiving the Service and anyone else authorized by that person to exercise control over his or her deposits through the Service.

#### **4.3.1. DEFINITIONS**

The following capitalized terms have the following means for purposes of this Deposit Service Agreement.

**4.3.1.1. "Authentication Method"** means the process of confirming the identity of a person that is attempting to access a system or of confirming the authenticity of a message by utilizing:

1. something the user knows (e.g., password, PIN);

2. something the user has (e.g., ATM card, smart card); or
  3. something the user is (e.g., biometric characteristic, such as a fingerprint).
- 4.3.1.2. “Automated Clearing House” and “ACH”** mean a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on Automated Clearing House items or under rules of an Automated Clearing House association.
- 4.3.1.3. “Business Day”** means every day except Saturdays, Sundays and federal holidays.
- 4.3.1.4. “Check”** means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution (defined below), whether negotiable or not, and payable to you, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States currency or drawn on a foreign financial institution. The term Check includes a traveler’s check drawn on or payable through or at a bank, and a money order.
- 4.3.1.5. “Check Image”** means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Service.
- 4.3.1.6. “Copy”** of an Original Check means any paper reproduction of an Original Check, including:
1. a paper printout of an electronic image of the Original Check,
  2. a photocopy of the Original Check, or
  3. a Substitute Check.
- 4.3.1.7. “Designated Account”** means the Qualifying Account (defined below) into which the funds relating to your Check Images will be deposited. If you have more than one Qualifying Account, you will select the Designated Account for each deposit at the time of deposit.
- 4.3.1.8. “Image Exchange Item”** means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- 4.3.1.9. “Item”** means a Check or Check Image.
- 4.3.1.10. “Magnetic Ink Character Recognition Line” and “MICR Line”** mean the numbers, which may include the Routing Number, account number, Check number, Check amount, and other information, that are printed near the bottom of a Check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an Original Check and American National Standard Specifications for an Image Replacement Document for a Substitute Check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).
- 4.3.1.11. “Non-cash Item”** means an item that would otherwise be a Check, except when:
1. a passbook, certificate or other document is attached;
  2. it is accompanied by special instructions, such as a request for special advice of payment or dishonor;
  3. it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated Check processing equipment; or
  4. it has not been pre-printed or post-encoded in magnetic ink with the Routing Number of the Payor Financial Institution.
- 4.3.1.12. “Original Check”** means the first paper Check issued with respect to a particular payment transaction.
- 4.3.1.13. “Payor Financial Institution”** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.
- 4.3.1.14. “Qualifying Account”** has the meaning given in the Using the Online Check Deposit Service portion of this Deposit Service Agreement.
- 4.3.1.15. “Routing Number”** means the number printed on the face of a Check in fractional form or in nine digit form; or the number in a bank’s endorsement in fractional or nine digit form.
- 4.3.1.16. “Scanner”** has the meaning given in the Using the Online Check Deposit Service portion of this Deposit Service Agreement.

**4.3.1.17. “Service”** means the Online Check Deposit Service described in this Deposit Service Agreement.

**4.3.1.18. “Substitute Check”** means a paper reproduction of an Original Check that:

- contains an image of the front and back of the Original Check;
- bears a MICR line that contains all the information appearing on the MICR line of the Original Check at the time that the Original Check was issued and any additional information that was encoded on the Original Check’s MICR line before an image of the Original Check was captured;
- conforms in paper stock, dimension, and otherwise; and
- is suitable for automated processing in the same manner as the Original Check.

**4.3.1.19. “Sufficient Copy”** means a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was truncated or is otherwise sufficient to determine whether or not a Check is valid.

**4.3.1.20. “United States Financial Institution”** means:

- any person, located in the United States, engaged in the business of banking;
- a Federal Reserve Bank;
- a Federal Home Loan Bank; and
- to the extent it acts as a payor, the United States Treasury, the United States Postal Service, or a State or local government.

All other capitalized terms used in this Deposit Service Agreement and not defined herein are defined in your Account Agreement.

#### **4.3.2. YOUR ACCOUNT AGREEMENT**

**4.3.2.1. Our And Your Rights And Obligations.** Your Account Agreement contains additional terms and conditions applying to your Qualifying Account(s) and this Service. Those terms and conditions include, without limitation, terms relating to the presentation, collection and return of Checks and other items. Your Account Agreement also includes provisions relating to your rights and your obligations and liabilities to us, and our rights and our obligations to you. Except as expressly amended by this Deposit Service Agreement, all terms and conditions of your Account Agreement apply to the Service and your Checks and Check Images processed through the Service.

**4.3.2.2. Checks And Check Images.** All Checks and Check Images processed through the Service are “checks” and “items” for purposes of the Account Agreement.

#### **4.3.3. FUNDS AVAILABILITY**

**4.3.3.1.** Funds from deposited Check Images will be available according to our Funds Availability Disclosure included in the Booklet with your Account Agreement.

**4.3.3.2.** For purposes of determining the availability of funds, Check Images deposited through the Service will be considered “checks” and are considered received by us upon the Bank’s successful receipt of the transmission of such Check Images that are complete, usable, and adhere to the data specifications provided to you by the Bank. If the Check Images are not complete, are not usable, or do not adhere to such data specifications, the Bank may be unable to process such items, in which case your deposit will be adjusted as appropriate.

#### **4.3.4. USING THE ONLINE CHECK DEPOSIT SERVICE**

**4.3.4.1. Requirements.** To use the Service, you must:

1. have at least one eligible checking, money market, or savings account with us that is an account for your personal, family, or household purposes and not for business purposes (a “Qualifying Account”);
2. acquire and maintain a scanner-copier or a flatbed scanner meeting the minimum specifications we provide to you (the “Scanner”); if you are using our Mobile Deposit Services under our Mobile Banking Agreement, you will need to acquire and maintain a mobile device as required by that agreement as your Scanner;



3. acquire and maintain Adobe Acrobat Reader version 6.0 or higher and Java plug-in version 1.4.2 or higher (you can find the Adobe reader at: <http://www.adobe.com/downloads/> and Java at <http://www.java.com/en/>);
4. maintain Internet access via a secure Internet Service Provider ("ISP");
5. maintain an Internet browser that supports a minimum 128-bit encryption standard and antivirus software; and
6. maintain a valid email address on file with us.

**4.3.4.2. Approval For The Service.** Once we have approved your enrollment request, you will be able to use the Service.

**4.3.4.3. Designated Account(s).** The Service can be used to send Check Images for deposit to your Qualifying Account(s). All Checks transmitted by you to us as Check Images under the terms of this Deposit Service Agreement shall be, subject to finally collected funds and the Account Agreement, credited to your Designated Account. If you have more than one Qualifying Account, you must identify the Designated Account to be credited with your Check Images when you transmit those Check Images to us, by selecting the account before scanning.

#### **4.3.5. ONLINE CHECK DEPOSIT PROCESS**

**4.3.5.1. General.** You may scan Checks using the Scanner that you have obtained in accordance with this Deposit Service Agreement and our specifications. You agree that the manner (e.g., Substitute Check, image exchange, Automated Clearing House) in which we clear or present Items for payment shall be determined by us, in our sole discretion. We reserve the right to select the clearing agents through which we clear Items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

**4.3.5.2. Daily And Item Limits.** You may scan and submit to us no more than a total of \$50,000 in Checks per day, and no single Check may be for more than \$50,000. If you exceed this limit, we may, in our sole discretion, either:

1. accept the deposited Checks in excess of this limit, or
2. refuse to accept the Checks that would cause you to exceed your limit or that are submitted to us when you have already exceeded the applicable limit. If you exceed your transaction limits, we may also terminate the Service without notice, except as such notice is required by law. If we do at any time accept a Check for deposit when the Check would cause you to exceed your limits or when you have already exceeded your limits, we will have no obligation to do so in the future. We may at any time in our discretion raise or lower your daily and individual limits without notice to you, except as is required by law.

**4.3.5.3. Receipt Of Checks.** You agree that your scanning and transmitting of Checks does not constitute receipt by us. Generally, Check Images scanned and transmitted via Online Check Deposit before 7 pm ET on a Business Day will be received by us on that day. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us that the transmission of a Check Image or Images does not contain errors. You agree that we may at any time, in our sole discretion, refuse to accept deposits of Checks from you via the Services. In the event that the Services are interrupted or otherwise unavailable, you may, at your option, deposit Checks using an alternative method such as in-person at one of our Financial Centers, by courier service, via night drop, or postal mail.

#### **4.3.6. YOUR OBLIGATIONS**

**4.3.6.1.** You agree that you will use the Service to deposit only Checks drawn on financial institutions with a valid United States ABA/Routing Number and denominated in United States dollars. All other items must be deposited by alternative means such as in person, via courier, using a night drop facility, or by postal mail accompanied by a deposit slip issued by us. Furthermore, you agree you will use the Service only to deposit Checks with us, as the term "Check" is defined above.

**4.3.6.2.** When you transmit Check Images to us, you must at that time specify which of your Qualifying Accounts (if you have more than one Qualifying Account) will be the Designated

Account for that deposit and will be credited with the funds from the Check. We shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the Service. You shall be responsible for auditing and balancing all of your Designated Accounts.

**4.3.6.3.** After you scan your Check and send us the Check Image, and once we receive your Check Image, we will send you an email to confirm our receipt of your Check Image. **As soon as you receive our “Deposit Approved” email notification, you must destroy the original Check using a method designed to ensure that the Check is no longer readable. Use of a competent shredder is one such method.**

**4.3.6.4.** You will retain all information relating to Check Images, including without limitation computerized information, for no less than 14 days. In the event of lost, mistaken, incomplete or unusable Check Images, or in the event of claims of fraud, alteration, counterfeit or otherwise, you agree to cooperate fully with us in providing information, including access to such records.

**4.3.6.5.** You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit:

1. any Substitute Check that has already been presented for deposit via the Service; or
2. any Original Check if a Substitute Check for such Original Check has already been presented for deposit via the Service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or Original Check.

**4.3.6.6.** Except as limited by law, you are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service.

**4.3.6.7.** Except as limited by law, you assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access the Service properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**4.3.6.8.** You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. You agree to take appropriate steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by us in connection with this Deposit Service Agreement. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify us immediately, by calling the client solutions team (contact information is listed at the end of the Booklet), followed by written confirmation.

**4.3.6.9.** If a Check Image is sent to us using your User ID and Password, we may deem it as having been sent by you and you shall be liable under this Deposit Service Agreement and your Account Agreement for that Check Image even if you did not authorize the sending of that Check Image. We undertake no obligation to monitor transactions through the Service to determine that they are made on your behalf. If a Check Image is sent to us by you, or was authorized by you to be sent to us, you shall be liable under this Deposit Service Agreement and your Account Agreement for that Check Image even if it was not sent using your User ID and Password.

**4.3.6.10.** You will use the Service only for your own personal, family and household use in accordance with the terms of this Deposit Service Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Service by or for the benefit of any third party.

### **4.3.7. OUR OBLIGATIONS**

**4.3.7.1.** You understand that Service availability is at all times conditioned upon the corresponding operation and availability of those computer Services and systems used in communicating your instructions and requests to us and our response. We shall not be liable or have any responsibility

of any kind for any loss or damage thereby incurred or suffered by you in the event of any failure or interruption of such Service or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

**4.3.7.2.** We shall exercise due care in seeking both to preserve the confidentiality of your User ID, Password, and Authentication Method and to prevent the use of the Service by unauthorized persons (and in this connection it is understood and agreed that implementation by us of our normal procedures for maintaining the confidentiality of your information, and where practicable the obtaining by us from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of our obligation so to exercise due care) but we shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service.

#### **4.3.8. YOUR REPRESENTATIONS AND WARRANTIES**

**4.3.8.1.** You represent and warrant that with respect to each Check processed by you hereunder and the corresponding Check Image:

1. the Check was properly endorsed prior to scanning;
2. you have not altered any Check or the Check Image;
3. you have not and will not present, negotiate or transfer the Check Image or the Check to any other institution or person for payment, collection, or negotiation;
4. the Check Image is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to a Check Image;
5. the Check Image contains all endorsements of all parties transferring or presenting the Item;
6. you have sent us only one Check Image for any single Check and will not send us any other Check Image for that same Check;
7. you will not present any Check for collection or payment, or otherwise negotiate the Check, after the Check has been presented as a Check Image;
8. you will destroy the original Check promptly upon receipt from us of an email notification of "Deposit Approved"; and
9. no person except as authorized by you has had access to the Service or has transmitted or altered any Check or Check Image.

**4.3.8.2.** With respect to each Check and corresponding Check Image, you make to us all transfer and presentment warranties made under applicable law and the Account Agreement. You also represent and warrant to the Bank that all electronic transmissions to us by or on behalf of you will be conducted free of computer viruses or bugs.

**4.3.8.3.** Because you are performing the function of converting Original Checks to Check Images which may become Substitute Checks, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in the Check Clearing for the 21st Century Act (as may be amended from time to time, "Check 21") applying to the Reconverting Bank and Truncating Bank, as such terms are defined by Check 21. We and our service providers may, but shall have no obligation to, screen items or Substitute Checks for legal compliance.

#### **4.3.9. FEES AND CHARGES**

You agree to pay to us promptly all fees described in your Account Agreement. We will charge to and debit from your Designated Account all fees associated with the Service when due. If you have more than one Designated Account, we will debit fees from any Designated Account.

### 4.3.10. TERMINATION

**4.3.10.1. Termination By EverBank.** We reserve the right to terminate this Deposit Service Agreement or limit your use of the Service at any time and for any reason. We may terminate this Deposit Service Agreement at any time, with or without cause and without prior notice.

**4.3.10.2. Termination By You.** You may cancel this Service at any time by:

- calling the client solutions team at 1.888.882.3837;
- faxing your request to 1.888.882.6977;
- emailing your request to [service@everbank.com](mailto:service@everbank.com) or
- writing us at 11 Oval Drive, Suite 107, Islandia, NY 11749, Attn: Research and Support.

**4.3.10.3. Effect Of Termination.** Termination by either you or EverBank will not affect any obligations arising prior to termination, such as the obligation to process any Checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Deposit Service Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Service and does not terminate your other relationships with us.

### 4.3.11. LIMITATION OF LIABILITY

**4.3.11.1.** We will not be liable to you for any of the following:

1. any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us;
2. any unauthorized actions initiated or caused by you or your agents;
3. the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Deposit Service Agreement;
4. any refusal of a Payor Financial Institution to pay a Check Image for any reason (other than the breach of contract, gross negligence or willful misconduct by us), including without limitation that the Check or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature;
5. any other party's lack of access to the Internet or inability to transmit or receive data; or
6. failures or errors on the part of ISPs, telecommunications providers or any other party's own internal systems; or
7. any of the matters described in this section. In no event will we be liable for any indirect, consequential, punitive, or special damages. We will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on us by any governmental or regulatory body.

**4.3.11.2.** Notwithstanding the foregoing, our liability for errors or omissions caused by us with respect to the data transmitted or printed by us will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing Check Images to the Payor Financial Institution.

**4.3.11.3. Limitations.** We shall have no liability to you for not processing a Check Image if:

1. we receive actual notice or have reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. the ownership of funds involving a Check Image or the authority of a person to send us a Check Image;
3. we suspect a breach of the security procedures;
4. we suspect that your account has been used for illegal or fraudulent purposes; or
5. we reasonably believe that a Check Image is fraudulent, forged, altered or prohibited by federal law or regulation, or as otherwise so provided in this Deposit Service Agreement.

#### **4.3.12. COMPLETE AGREEMENT**

The parties hereto agree that this Deposit Service Agreement and any modifications made pursuant to it, as well as your Account Agreement provided by us to you, constitute the complete and exclusive expression of the terms of this Deposit Service Agreement between the parties, and supersede all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Deposit Service Agreement. The parties further agree that this Deposit Service Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any prior performance between the parties pursuant to this Deposit Service Agreement or otherwise.

#### **4.3.13. YOUR SECURITY OBLIGATIONS**

If we inform you that it is necessary for you to implement new or additional security procedures, alter your software or systems for sending Check Images, or obtain different Scanners, you agree that you shall do so with reasonable promptness. Your failure to follow these instructions may result in our terminating your rights to use the Services.

#### **4.3.14. THIRD PARTY SERVICE(S)**

You acknowledge that, in providing the Service hereunder, we may utilize and rely upon certain third party service providers ("TPSPs") to provide database storage, database access, switching and other data communications services to us. You further acknowledge and agree that your rights under this Deposit Service Agreement shall be solely and exclusively against us, and you shall have no right or recourse against any TPSP hereunder whatsoever, and hereby waive any and all such rights or recourse, directly or indirectly, against any TPSP, the State of Florida and the Federal Deposit Insurance Corporation.

#### **4.3.15. CHANGE IN TERMS**

We may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Deposit Service Agreement with or without notice unless prohibited by applicable law. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by electronic mail, postal mail or by posting a notice on our website. Further you agree that your continued use of the Service(s) constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

## 5.0. SPECIFIC TERMS— WORLDCURRENCY® DEPOSIT ACCOUNTS

These WorldCurrency Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your WorldCurrency Access Deposit Accounts and WorldCurrency Certificates of Deposit (CDs). In the event of a conflict between the Account Agreement and these WorldCurrency Account Terms and Conditions, these WorldCurrency Account Terms and Conditions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for additional important terms and conditions related to your WorldCurrency Account.

In addition to the specific terms, conditions and disclosures set forth below, some key risk considerations you should bear in mind before opening any WorldCurrency Account are as follows:

1. PURCHASING OR OWNING FOREIGN CURRENCIES BY OPENING A WORLDCURRENCY ACCOUNT INVOLVES RISKS AND YOU CAN LOSE SOME OR ALL OF THE VALUE IN YOUR WORLDCURRENCY ACCOUNT. YOU SHOULD CONSIDER THESE RISKS BEFORE OPENING OR RENEWING A WORLDCURRENCY ACCOUNT.
2. YOU SHOULD CONSULT YOUR OWN LEGAL, TAX, OR INVESTMENT ADVISORS REGARDING THE RISKS RELATING TO (A) WORLDCURRENCY ACCOUNTS, INCLUDING NON-DELIVERABLE CURRENCY (NDC) ACCOUNTS, (B) FOREIGN CURRENCIES, INCLUDING NDCs, (C) CURRENCY EXCHANGE TRANSACTIONS, OR (D) ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY.
3. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION THAT YOU MAKE TO (A) OPEN, CLOSE, MAINTAIN OR RENEW A WORLDCURRENCY ACCOUNT, INCLUDING AN NDC ACCOUNT, (B) ENGAGE IN ANY TRANSACTION RELATING TO A FOREIGN CURRENCY, INCLUDING AN NDC, (C) CONDUCT A CURRENCY EXCHANGE, OR (D) ENGAGE IN ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY.
4. WE DO NOT PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE OR OPINIONS ON THE MERITS OR SHORTCOMINGS OF (A) ANY WORLDCURRENCY ACCOUNT, INCLUDING AN NDC ACCOUNT, (B) ANY FOREIGN CURRENCY, INCLUDING A NDC, (C) ANY CURRENCY EXCHANGE, OR (D) ANY OTHER TRANSACTION IN ANY FOREIGN CURRENCY. YOU SHOULD NOT CONSTRUE ANY STATEMENT BY ANY OF OUR EMPLOYEES, INCLUDING ANY MEMBER OF OUR TRADING DESK, TO BE AS INVESTMENT ADVICE ABOUT ANY FOREIGN CURRENCY OR RELATED TRANSACTION.
5. FOREIGN EXCHANGE MARKETS ARE VOLATILE AND UNPREDICTABLE. THIS MEANS THAT THE VALUE OF ANY FOREIGN CURRENCY MAY FLUCTUATE WIDELY AGAINST THE U.S. DOLLAR. THE VALUE OF ONE FOREIGN CURRENCY MAY ALSO FLUCTUATE WIDELY AGAINST ANOTHER FOREIGN CURRENCY. YOUR WORLDCURRENCY ACCOUNT COULD LOSE SIGNIFICANT VALUE IF THE VALUE OF FOREIGN CURRENCIES CHANGES ADVERSELY TO THE U.S. DOLLAR (OR TO ANOTHER FOREIGN CURRENCY).
6. THE U.S. DOLLAR VALUE OF YOUR WORLDCURRENCY ACCOUNT WILL CHANGE OVER TIME AND MAY NOT BE WORTH AS MUCH AS THE AMOUNT OF YOUR ORIGINAL DEPOSIT. YOU MAY HAVE A GAIN OR LOSS FROM ANY CURRENCY EXCHANGE, INCLUDING ANY (A) EXCHANGE OF U.S. DOLLARS FOR A FOREIGN CURRENCY, (B) EXCHANGE OF A FOREIGN CURRENCY FOR U.S. DOLLARS, OR (C) EXCHANGE OF ONE FOREIGN CURRENCY TO ANOTHER FOREIGN CURRENCY.
7. FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) DEPOSIT INSURANCE DOES NOT INSURE AGAINST ANY LOSS IN THE VALUE OF YOUR WORLDCURRENCY ACCOUNT DUE TO FOREIGN CURRENCY VALUE FLUCTUATIONS. THE AMOUNT OF FDIC DEPOSIT INSURANCE AVAILABLE FOR A WORLDCURRENCY ACCOUNT WILL BE DETERMINED AND PAID BY THE FDIC IN THE U.S. DOLLAR EQUIVALENT OF THE FOREIGN CURRENCY IN WHICH THE ACCOUNT IS DENOMINATED. IF APPLICABLE, THE FDIC WILL DETERMINE THE U.S. DOLLAR

EQUIVALENT VALUE OF SUCH FOREIGN CURRENCY IN THE MANNER SET FORTH IN THE FDIC'S REGULATIONS AS OF THE DATE OF DEFAULT.

## 5.1. DEFINITIONS AND MEANINGS FOR WORLDCURRENCY® ACCOUNTS

Capitalized terms as used with respect to these WorldCurrency Account Terms and Conditions have the meanings provided in this section 5.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

**5.1.1. "Access Account"** means a WorldCurrency Access® Deposit Account. This may take the form of either a money market deposit account or, in cases where transaction limits are exceeded, a demand deposit account.

**5.1.2. "Account Opening Date"** means the Business Day on which (a) we receive your request to open a WorldCurrency Account during business hours and (b) you have a balance in your Cash Management Account sufficient to fund your WorldCurrency Account. Your new WorldCurrency Account will have a zero balance on the Account Opening Date and will not be funded with your selected Foreign Currency until the Settlement Date.

**5.1.3. "Business Day"** means, for purposes of a WorldCurrency Account, Monday through Friday, except federal holidays and any day of the week on which trading is not open in the Foreign Currency in which your WorldCurrency Account is or will be denominated. Holidays in foreign countries and in locations where some foreign currencies are traded do not necessarily coincide with days that banks are open in the United States. If you have a question about a Business Day, contact the World Markets Trading Desk for clarification at 1.800.926.4922.

**5.1.4. "Cash Management Account"** means a U.S. dollar deposit account that you are required to open with us before opening any WorldCurrency Account (other than an IRA), and as described more fully in Section 5.2.3.1 of these WorldCurrency Account Terms and Conditions.

**5.1.5. "CD"** means a WorldCurrency Certificate of Deposit Account, or WorldCurrency CD Basket Account that consists of one or more certificates of deposit.

**5.1.6. "Currency Exchange"** means a transaction where you ask us to convert (a) U.S. dollars to a Foreign Currency, (b) a Foreign Currency to U.S. dollars, or (c) one Foreign Currency to another Foreign Currency.

**5.1.7. "Customer Exchange Rate"** means the exchange rate that will apply to each of your Currency Exchanges. In these WorldCurrency Account Terms and Conditions, the Customer Exchange Rate is expressed as U.S. dollars per unit of Foreign Currency. Please see Section 5.2 of these WorldCurrency Account Terms and Conditions for more information about the Customer Exchange Rate.

**5.1.8. "Cut-Off Time"** means the time on a Business Day after which we will not be able to determine your Customer Exchange Rate or price your Currency Exchange as of that Business Day. The Cut-Off Time is 9 a.m. Central Time in the United States.

**5.1.9. "Fees"** means the fees and charges that apply to your WorldCurrency Account(s) as disclosed in the Deposit Account Fee Schedule. These fees may change from time to time and you may access current fees by viewing the most recent Deposit Account Fee Schedule in the Booklet posted on our website at [everbank.com/terms](http://everbank.com/terms) or you may call the Trading Desk at 1.800.926.4922.

**5.1.10. "Foreign Currency"** means any currency other than U.S. dollars, not including Precious Metals as described in the Metals Select® Accounts section of the Booklet.

**5.1.11. "Non-Deliverable Currency" or "NDC"** means a Foreign Currency that we are unable to deliver to you due to foreign governmental controls or rules. When you close or withdraw funds from a WorldCurrency Account denominated in a Non-Deliverable Currency, you can only withdraw U.S. dollars or a Foreign Currency that is not a Non-Deliverable Currency after you have conducted a Currency Exchange of the NDC.

**5.1.12. "NDC Account"** means a WorldCurrency Account that is denominated in a Non-Deliverable Currency. For a current list of NDC Accounts and rates, please visit our

website at [everbank.com/currencies/rates](http://everbank.com/currencies/rates), or call our Trading Desk at 1.800.926.4922. The NDC Accounts that we may offer may change from time to time.

**5.1.13. “NDC Transaction”** means a deposit into or withdrawal from a NDC Account.

**5.1.14. “Pricing Date”** means the Business Day on which we determine your Customer Exchange Rate.

**5.1.15. “Lock-In Rate”** means the Customer Exchange Rate that we will use to price your Currency Exchange if you ask us and we agree to establish (“Lock-In”) your Customer Exchange Rate prior to the Business Day that would have been your Pricing Date if we did not Lock-In your price. This rate may be higher than the standard Customer Exchange Rate that would otherwise apply due to potential volatility in the Foreign Currency and our risk in committing to such advance pricing.

**5.1.16. “Quoted Spread”** means the difference between (a) the Lock-In Rate we quote you based on the current Wholesale Rate at the time of your Lock-In request and (b) the Wholesale Rate as of the otherwise applicable Pricing Date. The Quoted Spread will vary, depending on the volatility of the Foreign Currency being exchanged, but will typically be greater than 0.75% and will usually be less than 1%.

**5.1.17. “Settlement Date”** means the Business Day on which the Currency Exchange occurs. When you open a new WorldCurrency Account, the Settlement Date will occur two Business Days following the Account Opening Date. When you ask us during business hours on a Business Day to withdraw funds from your Access Account and convert the Foreign Currency in the Access Account to U.S. dollars or another Foreign Currency, the Settlement Date will usually occur two Business Days following the date of your request. Upon your request, we may (but are not obligated to) cause the Settlement Date to occur at an earlier date, if the Wholesale Market will facilitate your request. If you have a WorldCurrency Certificate of Deposit Account or WorldCurrency CD Basket Account, when your CD matures, the Settlement Date will occur on the (a) maturity date, if the maturity date is a Business Day, or (b) the Business Day immediately following the maturity date, if the maturity date is not a Business Day.

**5.1.18. “Spot Rate”** means any published third-party price for a Foreign Currency including, but not limited to, the prices published by Bloomberg, Reuters, and the Wall Street Journal. Spot Rates are generally only available for large volume transactions conducted by institutional investors at a specific point in time and are generally not the same as Customer Exchange Rates or the Wholesale Rates available to EverBank.

**5.1.19. “Spread”** with respect to a Currency Exchange means the difference between the applicable Wholesale Rate and the Customer Exchange Rate. Our Standard Spread will be less than 1% of the Wholesale Rate available to us. Quoted Spreads may be higher and apply in cases where you have a Lock-In Rate. For more information about our Standard Spread, see section 5.2.6. For information about Spread in the context of Precious Metals, please see the Metals Select® Account Terms and Conditions.

**5.1.20. “Trading Desk”** means the EverBank World Markets Trading Desk.

**5.1.21. “We,” “Us,” “Our,” and “EverBank”** refer to EverBank and to any of our successor or assignees.

**5.1.22. “Wholesale Market”** means the over-the-counter market where participating banks trade Foreign Currencies.

**5.1.23. “Wholesale Rate”** means the market prices that we determine are available to us in the Wholesale Market for a specific amount of Foreign Currency at a specific point in time. In these WorldCurrency Account Terms and Conditions, the Wholesale Rate is expressed as U.S. dollars per unit of Foreign Currency.

**5.1.24. “WorldCurrency® Account”** means any WorldCurrency Access® Deposit Account, WorldCurrency Certificate of Deposit Account, or WorldCurrency CD Basket you may open and maintain with us.

**5.1.25. “You,” “Your,” and “Account Holder”** refer to each person applying for, opening, or authorized to control the account, and each Authorized Signer of a WorldCurrency Account, or anyone else with the authority to exercise control over the WorldCurrency Account.



## 5.2. GENERAL TERMS AND CONDITIONS APPLICABLE TO WORLDCURRENCY ACCOUNTS

### 5.2.1. FOREIGN EXCHANGE CONTROLS MAY LIMIT OUR ABILITY TO CONDUCT CURRENCY EXCHANGES

1. Our ability to conduct a Currency Exchange or provide you with a Customer Exchange Rate is limited by conditions beyond our control. These conditions may include foreign or U.S. government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections, economic conditions in the foreign country or the United States, and any "Acts of God."
2. If you open a WorldCurrency Account, there is a risk that a government may impose foreign exchange controls or prohibit transactions in its currency. These exchange controls could prevent us from conducting a Currency Exchange for that Foreign Currency, providing you with a Customer Exchange Rate, or continuing to hold that Foreign Currency on your behalf.
3. If such exchange controls or other conditions occur, we will use reasonable efforts to follow your instructions, but may not be able to do so. These exchange controls also could require us to convert your Foreign Currency to U.S. dollars without advance notice to you, even if you have asked us not to do so. We will not have any liability to you for any losses you incur as a result.

### 5.2.2. WE MAY CLOSE YOUR ACCOUNTS AND CONVERT YOUR FOREIGN CURRENCY UNDER CERTAIN CONDITIONS

1. We may close your WorldCurrency Account or conduct a Currency Exchange without your permission at any time if we believe that such action is prudent, necessary or appropriate, in our sole discretion, in response to government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license, Non-Deliverable Currency or other currency restrictions), wars, insurrections and/or any other cause beyond our reasonable control.
2. If we close any of your WorldCurrency Accounts or convert any of your Foreign Currency to U.S. dollars in the manner described above, we will not have any liability to you resulting from changes in the value of the Foreign Currency or resulting from the timing of our closing your WorldCurrency Account or converting the Foreign Currencies in your WorldCurrency Account. The Currency Exchange transacted under these circumstances will be conducted at the Customer Exchange Rate (see section 5.2.6 of these WorldCurrency Account Terms and Conditions).

### 5.2.3. OPENING YOUR WORLDCURRENCY ACCOUNT

1. **Getting started.** If you have never opened a WorldCurrency Account with us before, you will need to submit an application to become a World Markets client. After we process your application and you have provided us with all necessary information and related documents, we will open a Cash Management Account in your name as part of your Asset Manager Service. You will use the Cash Management Account as a vehicle to: (a) fund each new WorldCurrency Account you open with us (we will convert any U.S. dollars in your Cash Management Account to your selected Foreign Currency in which your WorldCurrency Account will be denominated), (b) fund additional Foreign Currency balances in existing WorldCurrency Accounts, and (c) receive funds transferred from your WorldCurrency Account (we will convert the Foreign Currency in your WorldCurrency Account to U.S. dollars prior to depositing such funds into your Cash Management Account).
2. **Opening with U.S. dollars.** If you open a WorldCurrency Account with U.S. dollars, you must deposit that currency into your Cash Management Account and we will convert your U.S. dollars to the Foreign Currency in which your WorldCurrency Account will be denominated on the Settlement Date. See Section 5.2.6 of these WorldCurrency Account Terms and Conditions for more information on how this Currency Exchange works and our Spread. To open or fund an NDC Account (a WorldCurrency Account denominated in a Non-Deliverable Currency), you must first deposit U.S. dollars into your Cash Management Account.
3. **Opening with Foreign Currency.** You may also deliver acceptable Foreign Currency to us to open and fund a WorldCurrency Account that is not an NDC Account. Acceptable Foreign Currencies are those that we offer in a WorldCurrency Account. We generally accept Foreign Currency wires and Foreign Currency drafts sent to and verified by us as cleared deposits; however, we do not accept physical Foreign Currency.

## 5.2.4. WITHDRAWING FUNDS FROM AND CLOSING YOUR WORLDCURRENCY ACCOUNT

1. **WorldCurrency Certificate of Deposit Account.** When your CD matures, you may generally: (a) renew the CD in the same Foreign Currency, (b) open a new WorldCurrency Access Deposit Account in the same Foreign Currency, (c) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to your Cash Management Account, or (d) ask us to deliver the Foreign Currency to you (unless the CD is denominated in a Non-Deliverable Currency, in which case we can only deliver U.S. dollars to you). See Section 5.2.6 below for information on how we convert your Foreign Currency to U.S. dollars or to another Foreign Currency.
2. **WorldCurrency Access Deposit Account.** Subject to applicable withdrawal limits pursuant to federal law, you may withdraw all or part of the funds in your Access Account. If you do so, you may: (a) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to your Cash Management Account, (b) ask us to convert the Foreign Currency to U.S. dollars and deliver the U.S. dollars to you, (c) ask us to convert the Foreign Currency to a different Foreign Currency and deliver the different Foreign Currency to your Access Account of that Foreign Currency (if you do not have an Access Account of that different Foreign Currency, we will establish a new Access Account for that Foreign Currency), or (d) ask us to deliver the Foreign Currency to you (unless the Access Account is denominated in a Non-Deliverable Currency, in which case we can only deliver U.S. dollars to you). See Section 5.2.6 below for information on how we convert your Foreign Currency to U.S. dollars or to another Foreign Currency.

## 5.2.5. HOW WE ACCEPT FOREIGN CURRENCY FROM YOU OR DELIVER IT TO YOU

1. In most cases, you are not obligated to conduct Currency Exchanges with us in order to hold a WorldCurrency Account. Opening a WorldCurrency Account means that you deliver acceptable Foreign Currency to us to fund the account. In general, we accept Foreign Currency wires and Foreign Currency drafts sent to and verified by us as cleared deposits. As a service, we will sell Foreign Currency to you to fund your WorldCurrency Account as described in these WorldCurrency Account Terms and Conditions.
2. For Foreign Currencies other than NDCs, you may ask us to deliver Foreign Currency held in your (a) WorldCurrency Access Deposit Account at any time, and (b) WorldCurrency CD Account or CD Basket when it matures or otherwise becomes available. At your request, and if the currency is readily deliverable, we will try to obtain Foreign Currency and deliver it to you as permitted under applicable law, except as described below for NDC Accounts. However, we will not deliver physical Foreign Currency to you. You may direct us to deliver Foreign Currency to you by a Foreign Currency draft issuance or wire, or to move your Foreign Currency into another WorldCurrency Access Deposit Account. We may charge you a fee as disclosed in the Deposit Account Fee Schedule and available on our website. These fees may change from time to time and you may access current fees by viewing the most recent Deposit Account Fee Schedule posted on our website.
3. Non-Deliverable Currencies can never be delivered to you by us. When you withdraw funds from or close a WorldCurrency Account denominated in a Non-Deliverable Currency, you can only withdraw U.S. dollars, and only after having converted your Non-Deliverable Currency into U.S. dollars or another Foreign Currency that is not a Non-Deliverable Currency.
4. One of the risks of having an account denominated in a Foreign Currency is the possibility of that Foreign Currency not being readily available for delivery. We will deliver Foreign Currency to you, as described above, if it is readily available and delivery is permitted under applicable law. However, as described in Section 5.2.1 of these WorldCurrency Account Terms and Conditions, a foreign government may impose restrictions or foreign currency exchange controls, or other circumstances or conditions may be present, which could severely limit the amount of Foreign Currency that may be removed from a foreign country. If this happens, we may not be able to obtain that Foreign Currency and deliver it to you. We will make reasonable efforts to obtain the Foreign Currency on your behalf, but we cannot guarantee that we will be successful in these efforts.

## 5.2.6. HOW YOUR CUSTOMER EXCHANGE RATES ARE DETERMINED

1. We will determine your Customer Exchange Rate each time you ask us to enter into a Currency Exchange transaction. This rate is based on the application of our Spread to Wholesale Rates available to us.
2. Foreign Currencies do not trade on a centralized exchange. Instead, Foreign Currencies trade primarily in the Wholesale Market, which is an over-the-counter market between participating banks. We are a participant in the Wholesale Market. When we exchange a Foreign Currency in the Wholesale Market, we receive a Wholesale Rate, which is provided to us by another Wholesale Market participant based on the specific amount of that Foreign Currency at a specific point in time. There are no published exchange rates specific to our Wholesale Rate. This means there are no published exchange rates specific to your Currency Exchange transaction that you may use to independently calculate your Customer Exchange Rate.
3. Customer Exchange Rate. Under our standard pricing, your Customer Exchange Rate will be:

Currency Exchange	Customer Exchange Rate
Opening or adding funds to Account	Wholesale Rate on Pricing Date <b>Plus</b> the Spread
Closing or withdrawing funds from Account	Wholesale Rate on Pricing Date <b>Minus</b> the Spread

4. The Spread. Our Spread is the difference between the Wholesale Rate available to us and the Customer Exchange Rate we make available to you. The amount of your Standard Spread depends on the amount of your Currency Exchange:

Amount of Currency Exchange	Spread
≤ \$99,999.99	0.75%
\$100,000 - \$399,999.99	0.50%
\$400,000 - \$749,999.99	0.375%
≥ \$750,000	0.25%

Quoted Spreads may be higher and apply in cases where you have a Lock-In Rate. For more information on Lock-In Rates, see sections 5.2.8, 5.5.3.7, and 5.5.4.7 of the Booklet.

5. Wholesale Rates may not always be available. There are times when a Wholesale Rate for a Foreign Currency may not be available to us. In that case, we will not be able to calculate your Customer Exchange Rate for that Foreign Currency. Our ability to obtain a Wholesale Rate depends on many factors, including market liquidity and governmental restrictions. We are under no obligation to provide you with a Customer Exchange Rate for a specific Foreign Currency at any time if we do not believe there are reliable indicators for a Wholesale Rate. See Section 5.2.1 and Section 5.3.2 of these WorldCurrency Account Terms and Conditions for information about Foreign Currency deliveries when we are unwilling or unable to convert a Foreign Currency in your Account to U.S. dollars.

## 5.2.7. WHEN WE DETERMINE YOUR CUSTOMER EXCHANGE RATE

When we determine your Customer Exchange Rate (your Pricing Date) depends on what type of Currency Exchange transaction you are requesting and when we receive your request.

1. The following applies when you open a new WorldCurrency Account:
  - a. If we receive your request and related funds prior to the Cut-Off Time on the Account Opening Date, your Pricing Date will be the Account Opening Date.
  - b. If we receive your request and related funds after the Cut-Off Time on the Account Opening Date, the Pricing Date will be the following Business Day, unless we agree to Lock-In your Customer Exchange Rate on the Account Opening Date.
  - c. If we receive your request and related funds after the Cut-Off Time on the Account Opening Date and we agree to Lock-In your Customer Exchange Rate on the Account Opening Date, the Pricing Date will be the Account Opening Date.

2. The following applies when you ask us to withdraw funds from your WorldCurrency Access Account and convert the Foreign Currency in your Access Account to U.S. dollars or to another Foreign Currency:
  - a. If we receive your request prior to the Cut-Off Time on a Business Day, your Pricing Date will be the same Business Day.
  - b. If we receive your request after the Cut-Off Time on a Business Day, the Pricing Date will be the following Business Day, unless we agree to Lock-In your Customer Exchange Rate on the Business Day of your request.
  - c. If we receive your request after the Cut-Off Time on a Business Day and we agree to Lock-In your Customer Exchange Rate on that Business Day, the Pricing Date will be the same Business Day.
3. The following applies when your WorldCurrency CD matures:
  - a. The maturity date will typically occur on a Wednesday, if that day is a Business Day. If a Wednesday is not a Business Day, the maturity date will occur on the following Business Day.
  - b. The Pricing Date will be two Business Days prior to the maturity date (unless you Locked-In).
  - c. If we agree to Lock-In your Customer Exchange Rate at any time prior to the otherwise applicable Pricing Date, the Pricing Date will be the Business Day on which we Locked-In your pricing.

#### **5.2.8. LOCKING-IN YOUR CUSTOMER EXCHANGE RATE**

1. Lock-In Rates at Account Opening.
  - When opening any new WorldCurrency Account, you may ask us to Lock-In your Customer Exchange Rate after the Cut-Off Time on a Business Day. We may, but are not obligated to, agree to Lock-In your pricing as of that Business Day. If we agree, we will give you a Lock-In Rate.
  - If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate, which will include a Quoted Spread instead of our Standard Spread, and your Pricing Date will be the Account Opening Date. If you do not accept the Lock-In Rate, your Pricing Date will be the Business Day following the Account Opening Date and your Customer Exchange Rate will equal the Standard Spread plus the Wholesale Rate in effect on that Pricing Date.
  - Depending on the actual Wholesale Rate in effect on the Business Day following the Account Opening Date, your Lock-In Rate may be more or less favorable than the Customer Exchange Rate that you would have received if you had not Locked-In your pricing, but you will have the advantage of knowing in advance what your Customer Exchange Rate will be.
2. Lock-In Rates when adding funds to, or withdrawing funds from, your WorldCurrency Access Account.
  - If, after the Cut-Off Time on a Business Day, you ask us to Lock-In the Customer Exchange Rate for the Foreign Currency to be added to or withdrawn from your existing Access Account, we may, but are not obligated to, Lock-In your pricing as of that Business Day. If we agree, we will give you a Lock-In Rate.
  - If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate, which will include a Quoted Spread instead of our Standard Spread, and your Pricing Date will be the Business Day on which we gave you the Lock-In Rate. If you do not accept the Lock-In Rate, your Pricing Date will be the Business Day following the day on which we gave you the Lock-In Rate, and your Customer Exchange Rate will equal (a) the Standard Spread plus the Wholesale Rate in effect on that Pricing Date if you are adding funds to your Access Account or (b) the Wholesale Rate in effect on that Pricing Date minus the Standard Spread if you are withdrawing funds from your Access Account.
  - Depending on the actual Wholesale Rate in effect on the Business Day following the day when we gave you the Lock-In Rate, your Lock-In Rate may be more or less favorable than the Customer Exchange Rate that you would have received if you had not Locked-In your pricing,

but you will have the advantage of knowing in advance what your Customer Exchange Rate will be.

### 3. Lock-In Rates during the term of your WorldCurrency CD.

- We may, in our sole discretion, allow you, at any time during the term of your WorldCurrency CD, to Lock-In the Customer Exchange Rate for the Foreign Currency to be transferred from your CD upon maturity and converted to U.S. dollars. If you elect to Lock-In, we will give you a Lock-In Rate.
- If you accept the Lock-In Rate, your Customer Exchange Rate will be the Lock-In Rate and your Pricing Date will be the Business Day on which we gave you the Lock-In Rate. You may exercise this Lock-In option only once during the term of your CD.
- If you do not accept the Lock-In Rate, your Pricing Date will occur two Business Days before the CD maturity date, if the maturity date is a Business Day. If the CD maturity date is not a Business Day, your Pricing Date will occur two Business Days prior to the Business Day immediately following the maturity date.
- Depending on the actual Wholesale Rate in effect two Business Days prior to the maturity date (or two Business Days prior to the Business Day immediately following the maturity date if the maturity date is not a Business Day), your Lock-In Rate may be more or less favorable than the Customer Exchange Rate you would have received if you had not Locked-In your pricing, but you will have the advantage of knowing in advance what your exchange rate will be.

#### 5.2.9. DISCLOSING YOUR CUSTOMER EXCHANGE RATE TO YOU IN ADVANCE OF A TRANSACTION

Unless we have given you a Lock-In Rate as described above:

1. We can tell you your Customer Exchange Rate for a specific Currency Exchange only if you ask us to convert your currency before our Cut-Off Time, which is 9 a.m. Central Time on a Business Day.
2. If you ask us to conduct a Currency Exchange on a day that is not a Business Day, or on a Business Day after the Cut-Off Time, your Currency Exchange will usually not occur until the next Business Day. In these cases, we will not know the exact Customer Exchange Rate for your Currency Exchange until the time that it actually occurs.

#### 5.2.10. THERE ARE NO PUBLISHED EXCHANGE RATES SPECIFIC TO YOUR CURRENCY EXCHANGES

Unless we have given you a Lock-In Rate as described above:

1. The specific Customer Exchange Rate that you receive for any Currency Exchange is not published in any newspaper, website or other publicly available source.
2. Third party websites and other publications may from time to time publish indicative rates or "Spot Rates" for certain Foreign Currencies. However, these published rates may change frequently throughout the course of each day and usually reflect only possible rates for large volume transactions conducted by institutional investors at a specific point in time.
3. These published exchange rates do not necessarily reflect transaction costs and do not accurately reflect exchange rates actually available to you or us at any point in time for any of your Currency Exchanges.

### 5.3. NON-DELIVERABLE CURRENCY DEPOSIT ACCOUNT DISCLOSURES

Special risks and limitations apply to NDC Accounts. This section 5.3 applies only to NDC Currency Accounts and describes some of those risks and limitations.

#### 5.3.1. OPENING AND WITHDRAWING FUNDS FROM AN NDC ACCOUNT

1. To open or fund a NDC Account, you must deposit U.S. dollars. We then determine the number of units of the Non-Deliverable Currency that are equal to the amount of U.S. dollars that you provide to us. We do that by determining the Customer Exchange Rate that we will provide to you, which will include our Spread.
2. When you withdraw funds from your NDC Account, you can only withdraw U.S. dollars. The number of U.S. dollars available to you will depend on the Customer Exchange Rate applicable to that withdrawal.

Depending on the Customer Exchange Rate for the Non-Deliverable Currency as of the time we process your deposit to your NDC Account as compared to when we process your withdrawal from the NDC Account, you may receive fewer or more U.S. dollars than you deposited.

### **5.3.2. NDC CURRENCY EXCHANGE RATE LIMITATIONS; DELIVERY OF NON-DELIVERABLE CURRENCIES**

1. We generally price NDC Currency Exchanges the same as we do other Currency Exchanges. That means we apply our Standard Spread to the applicable Wholesale Rate, unless you ask us and we agree to Lock-In your Customer Exchange Rate, in which case Quoted Spreads apply.
2. There will generally be a delay between the date you request a NDC Transaction and the date on which we process the transaction. The length of that delay will depend on many factors, including the dollar amount of your NDC Transaction request and other NDC Transaction requests for the same Non-Deliverable Currency that we have received at the same approximate time. Except in the case of Lock-In Rates, we cannot determine the NDC Wholesale Rate available to us until we actually process the related NDC Transactions.
3. If you are not satisfied with the Customer Exchange Rate at the time you are considering making a withdrawal from your NDC Account, you may be able to choose to make your withdrawal at a later time. If your NDC Account is a CD, you can roll it over upon maturity of that CD so long as your CD is renewable, or you can typically move your Foreign Currency into an Access Deposit Account. The Customer Exchange Rate available to you when you withdraw the funds may be more favorable or less favorable to you than the Customer Exchange Rate that would have been available if you had withdrawn the funds on an earlier date. We cannot promise what Customer Exchange Rate will be available to you from us when you choose to withdraw funds from your account.
4. There are times when we may not be able to determine a NDC Wholesale Rate. In such cases, we will not be able to calculate a Customer Exchange Rate. Our ability to determine a NDC Wholesale Rate depends on many factors, including market liquidity and governmental restrictions. If we make reasonable efforts for 60 days to identify a NDC Wholesale Rate, but cannot identify one, we will use a NDC Wholesale Rate that we determine.
5. WE CANNOT DELIVER NON-DELIVERABLE CURRENCIES TO YOU. WE CANNOT SEND YOU SUCH CURRENCIES IN PHYSICAL FORM, BY CHECK, BY WIRE OR THROUGH ANY OTHER METHOD. THIS MEANS THAT, IF YOU OPEN A NDC ACCOUNT, YOU WILL BE ABLE TO WITHDRAW YOUR FUNDS ONLY IN U.S. DOLLARS OR IN A FOREIGN CURRENCY THAT IS NOT AN NDC, AND AFTER THE NDC HAS BEEN CONVERTED. IF THE CURRENCY EXCHANGE RATE THAT WE CAN PROVIDE TO YOU WHEN YOU WITHDRAW FUNDS IS LESS FAVORABLE TO YOU THAN WHEN YOU OPENED YOUR NDC ACCOUNT, YOU MAY LOSE MONEY. DO NOT OPEN A NDC ACCOUNT IF YOU CANNOT AFFORD THIS RISK OF LOSS.

### **5.4. AUTOMATIC PURCHASE PLAN**

As described below and in the Deposit Account Fee Schedule, WorldCurrency Accounts have a required minimum opening deposit amount, which we will waive if you setup an Automatic Purchase Plan, which requires the following:

1. You must open an EverBank deposit account to serve as your funding source for the Automatic Purchase Plan;
2. You must set-up an automatic purchase of Foreign Currency that occurs at least monthly and is at least \$100 each month (with the funds coming from the EverBank deposit account serving as your funding source); and
3. Your automatic purchases must be made timely and consistently.

By setting up an Automatic Purchase Plan, you understand and agree that the price you pay for the Foreign Currency each month will vary depending on the then-current Customer Exchange Rate (including our Spread) and that we are under no obligation to attempt to time your purchase (whether between days or intra-day) in an effort to obtain a better price on your behalf. You further understand and agree that we will acquire the Foreign Currency each month at a date

and time conducive to our internal operations, without regard to price or market fluctuation. An Automatic Purchase Plan is not appropriate for all people, and EverBank makes no recommendation that an Automatic Purchase Plan is either appropriate or suitable for you.

EverBank reserves the right, without notice, to terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, including but not limited to overdrafts on your EverBank deposit account serving as the funding source or failure to meet the requirements described above. If we terminate your Automatic Purchase Plan or your involvement in the plan, we will provide you notice of the termination, and no additional automatic purchases of Foreign Currency will be made, unless you set-up a new Automatic Purchase Plan.

## 5.5. SPECIFIC TERMS FOR WORLDCURRENCY DEPOSIT ACCOUNTS

This section contains important additional information about the specific types of WorldCurrency Accounts we offer. The information in this section does not apply to any other account type.

### 5.5.1. WORLDCURRENCY ACCESS® DEPOSIT ACCOUNT—MONEY MARKET

**5.5.1.1. Exchange Rate Information.** This WorldCurrency Access Account may be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this Access Account to be denominated in a currency other than the currency sent to us by you to fund the Access Account, we will convert your funds on the Settlement Date using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

**5.5.1.2. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and annual percentage yield (APY) applicable on your WorldCurrency Access Deposit Account, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

**5.5.1.3. Interest Rate Information.** This is a tiered, variable rate Account, which may become eligible to earn interest depending on the amount of Foreign Currency held in this Access Account. The interest rate, APY, and tiers may change. Refer to the rate sheet you will receive in your welcome package, which is incorporated herein by reference, for the interest rates, APYs, and tiers applicable to your Access Account at the time it was opened. The average daily balance for your Access Account will determine the interest rate tier for your Access Account each month, and this interest rate will apply to the entire balance in your Access Account. For current interest rates, APYs, and tiers visit the Currency Rates section of our website or contact the World Markets Trading Desk (contact information is listed at the end of the Booklet). Please note, the APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish a rate schedule according to banking channel. Fees may reduce earnings.

**5.5.1.4. Determination of Rate.** In our sole discretion, we may change the interest rate or tiers on your Access Account.

**5.5.1.5. Frequency of Rate Changes.** We may change the interest rate or tiers on your Access Account at any time, without notice.

**5.5.1.6. Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this Access Account.

**5.5.1.7. Balance Computation Method.** We use the average daily balance method to calculate the interest on your Access Account. This method applies a periodic rate to the average daily balance in the Access Account for the period. The average daily balance is calculated by adding the principal in the Access Account for each day of the period and dividing that figure by the number of days in the period.

**5.5.1.8. Compounding and Crediting Frequency.** Interest will be compounded monthly and will be credited to your Access Account monthly in the currency in which your Access Account is denominated. If you notify us in writing or by telephone of your intention to close your Access Account and then close your Access Account before interest is credited, you will receive interest

that has accrued through the last full day before the date of the final withdrawal. If you do not notify us of your intention to close your Access Account and then close your Account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

**5.5.1.9. Accrual of Interest On Non-Cash Deposits.** If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange you have requested. Interest begins to accrue in your foreign currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a foreign currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a foreign currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of foreign currency checks.

**5.5.1.10. Transaction Limitations.** Per federal regulation, you are limited to six transfers or withdrawals per month. You may not write checks on this Access Account, and debit or ATM cards are not issued on this Access Account. If the transfer or withdrawal is initiated in person or by mail, then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. If you exceed these restrictions, you may incur service charges (refer to the Deposit Account Fee Schedule), and federal law requires us to close or convert your Access Account to an Access Deposit Transaction Account for repeated violations. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this Access Account.

**5.5.1.11. Minimum Balance Required.** Refer to the Deposit Account Fee Schedule for Access Account opening minimum deposits.

**5.5.1.12. Fees.** Refer to the Deposit Account Fee Schedule for a list of standard fees. For any monthly maintenance fee, see either (a) the rate sheet you will receive in your welcome package, which is incorporated herein by reference, at the time that you open your Access Account, or (b) the separate disclosure, which is incorporated herein by reference, that we will provide to you at least 30 days prior to imposing or changing any monthly maintenance fee on any Access Account that you have with us. We reserve the right to impose any monthly maintenance fee in our discretion, subject to the 30-day advance notice described above. The monthly maintenance fee, if any, will be charged in the Foreign Currency in which the applicable Access Account is denominated and will be based on the average daily balance in the Access Account for the period. The average daily balance is calculated by adding the principal in the Access Account for each day of the period and dividing that figure by the number of days in the period.

**5.5.1.13. U.S. Dollar Account.** In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, a U.S. dollar denominated Access Account will be provided to you to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

**5.5.1.14. Statements.** Statements for this WorldCurrency Account will be available to you monthly.



## 5.5.2. WORLDCURRENCY ACCESS® DEPOSIT ACCOUNT—TRANSACTION

**5.5.2.1. Exchange Rate Information.** This Access Account may be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this Access Account to be denominated in a currency other than the currency sent to us to fund the Access Account, we will convert your funds using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information.

**5.5.2.2. Interest Rate Information.** This Access Account does not earn interest.

**5.5.2.3. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**5.5.2.4. Fees.** Refer to the Deposit Account Fee Schedule for a list of standard fees. For any monthly maintenance fee, see either (a) the rate sheet you will receive in your welcome package, which is incorporated herein by reference, at the time that you open your Access Account, or (b) the separate disclosure, which is incorporated herein by reference, that we will provide to you at least 30 days prior to imposing or changing any monthly maintenance fee on any Access Account that you have with us. We reserve the right to impose any monthly maintenance fee in our discretion, subject to the 30-day advance notice described above. The monthly maintenance fee, if any, will be charged in the Foreign Currency in which the applicable Access Account is denominated and will be based on the average daily balance in the Access Account for the period. The average daily balance is calculated by adding the principal in the Access Account for each day of the period and dividing that figure by the number of days in the period.

**5.5.2.5. U.S. Dollar Account.** In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, a U.S. dollar denominated Access Account will be provided to you to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

**5.5.2.6. Statements.** Statements for this WorldCurrency Account will be available to you monthly.

## 5.5.3. WORLDCURRENCY® CERTIFICATE OF DEPOSIT (CD) ACCOUNT

**5.5.3.1. Exchange Rate Information.** This WorldCurrency CD Account will be used to hold funds denominated in a currency other than U.S. dollars. If you request funds in this WorldCurrency CD Account to be denominated in a currency other than the currency sent to us to fund the WorldCurrency CD Account, we will convert your funds using a Customer Exchange Rate. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

**5.5.3.2. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your WorldCurrency CD Account, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

**5.5.3.3. Interest Rate Information.** The interest rate and APY for this CD are fixed and will be paid from the date of the deposit until the maturity date of the CD. Refer to the rate sheet you will receive in your welcome package, which is incorporated herein by reference, for the interest rates and APYs applicable to your WorldCurrency CD Account at the time it was opened. The quoted APYs assume that interest will remain on deposit until maturity. Interest will be paid in the currency of the denomination of the CD. The APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish a rate schedule according to banking channel. Fees may reduce earnings.

**5.5.3.4. Balance Computation Method.** We use the average daily balance method to calculate the interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.

**5.5.3.5. Compounding and Crediting Frequency.** Interest does not compound and is credited to your WorldCurrency CD Account only at maturity. The Balance Computation Method (above) describes only how interest is calculated and does not mean that interest is compounded or that interest is credited prior to maturity. At maturity, you may elect to have your interest (a) added to your CD principal and rolled over to a new CD, (b) credited to an Access Deposit Account denominated in that Foreign Currency; or (c) converted to U.S. dollars at the applicable Customer Exchange Rate and credited to your Cash Management Account. If you close your WorldCurrency CD Account before interest is credited, you will not receive the accrued interest.

**5.5.3.6. Accrual of Interest On Non-Cash Deposits.** If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet, subject to the terms of the WorldCurrency CD. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange or NDC Transaction you have requested. Interest begins to accrue in your foreign currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a foreign currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a foreign currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of foreign currency checks.

**5.5.3.7. Lock-In Rate.** You may elect not to renew your WorldCurrency CD at maturity and withdraw your funds through a transaction that requires a Currency Exchange. In such a case, you may request that we Lock-In your currency conversion rate prior to maturity by contacting the Trading Desk by telephone or in writing. When you ask us and we agree to do this, we will offer you a Customer Exchange Rate that takes into consideration the current rates we believe we can obtain in the Wholesale Market and a Quoted Spread. In such a case, our currency specialist will quote your locked currency conversion price and you will have the opportunity to agree to the locked conversion price (the Lock-In Rate) or you can reject the price and continue to float with the market. You may exercise this Lock-In Rate option only once during the term of your WorldCurrency CD. After your Lock-In Rate is exercised, no further fluctuations in the currency conversion rate applicable to your WorldCurrency CD can occur during the term of your WorldCurrency CD. After exercising this option, we will send you written confirmation of your Lock-In Rate and the date it became effective. As a result of exercising the Lock-In option, your WorldCurrency CD will not automatically renew and you will be required to redeem your CD at maturity. If you Lock-In your currency conversion rate, and the standard rate available when your CD matures is more favorable than your Lock-In Rate, you will not be able to take advantage of that more favorable rate. However, if the standard rate we are able to offer when your CD matures is less favorable than your Lock-In Rate, your Lock-In Rate will allow you to preserve gains or reduce losses.

**5.5.3.8. Early Withdrawal Penalties.** You may not withdraw any part of the CD prior to maturity (an "Early Withdrawal") without consent from us. In the event that extenuating circumstances exist, and you need the funds, we may allow an Early Withdrawal, imposing withdrawal penalties. In the event of an Early Withdrawal, we will either send a U.S. dollar check or place the funds into your U.S. dollar Cash Management Account. The Early Withdrawal penalty imposed by us is all interest accrued on the CD, beginning with the opening date of the CD, up to and including the Early Withdrawal date. In addition, the remaining value of the CD will be converted to U.S. dollars at a conversion price based on the conversion rates that we determine in our judgment to be available to us for your Foreign Currency at the time of the conversion, minus a conversion

cost of up to 1.5%. It is possible that you may receive fewer U.S. dollars on Early Withdrawal than you originally deposited, due to the Early Withdrawal penalty and changes in currency values. The Early Withdrawal penalty will be waived in the event of the death or legal incompetence of all of the Account Holders shown in our records who are Rhode Island residents.

**5.5.3.9. Withdrawal of Interest Prior To Maturity.** You may not withdraw interest prior to the maturity of your WorldCurrency CD. Interest earned will be paid on the date of the maturity of your WorldCurrency CD Account in the Foreign Currency in which the WorldCurrency CD Account is denominated. The disclosed APY assumes that interest will remain on deposit until maturity.

**5.5.3.10. Renewal Policies.** Except as otherwise provided in the Booklet, your WorldCurrency CD Account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. However, you may select one of the following options by providing instructions to the Trading Desk at least three (3) days prior to the CD maturity date:

1. liquidate your WorldCurrency CD Account (principal plus interest) upon maturity;
2. remove the interest and/or any portion of the principal and re-invest the remaining principal in a WorldCurrency CD of the same Foreign Currency and an additional term equal to the original term; or
3. elect to invest all or any portion of the funds from your maturing WorldCurrency CD in another Foreign Currency product or in the same WorldCurrency CD for a different maturity (subject to the terms and conditions, including, but not limited to, minimum opening balances, for any such different Foreign Currency product).

**Note:** If you do not contact the Trading Desk at least three (3) days prior to the CD maturity date to provide specific maturity instructions, your WorldCurrency CD will be re-invested in a new WorldCurrency CD of the same Foreign Currency for the same term, at the current prevailing interest rate. There is no grace period after the maturity date of your WorldCurrency CD during which you may withdraw the funds in the WorldCurrency CD Account without being charged an Early Withdrawal penalty.

**5.5.3.11. Transaction Limitations.** You may not make any deposits into your WorldCurrency CD Account before maturity of the CD. You may not withdraw any part of the CD prior to maturity without our consent. If we do consent to a withdrawal prior to maturity, an Early Withdrawal penalty will be imposed as described above. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this WorldCurrency CD Account.

**5.5.3.12. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**5.5.3.13. Fees.** Refer to the Deposit Account Fee Schedule.

**5.5.3.14. U.S. Dollar Account.** In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, a U.S. dollar denominated Access Account will be provided to you to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

**5.5.3.15. Confirmations and Notices.** You will receive (a) a confirmation of CD(s) purchased at the time your CD is opened which includes your maturity date and other important terms, (b) a maturity notice 30 days prior to the maturity date, and (c) a CD closing notice. You will also receive a closing confirmation and an opening confirmation when rolling over a WorldCurrency CD.

**5.5.3.16. IRA CD Provisions.** All withdrawals, including withdrawals that are part of a required minimum distribution, are subject to the Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information. To avoid penalties, purchase CDs only with money you will not need to access prior to the maturity date.

#### 5.5.4. WORLDCURRENCY® CD BASKET

**5.5.4.1.** This WorldCurrency CD Basket Account will be used to hold funds denominated in a currency other than U.S. dollars. Each WorldCurrency CD Basket ("Basket") will consist of two or more separate CDs, depending on the terms of the Basket, each for a different Foreign Currency. The percentage of your deposited amount that will be allocated to each of the separate Foreign Currency CDs (the weighting) will depend on the terms of the particular Basket as are disclosed to you before you open the Basket. For example, if you deposit U.S. dollars and the terms for the Basket provide for four different Foreign Currencies with each weighted at 25%, then your deposited amount would be divided into four equal amounts and each portion would be converted into a separate Foreign Currency at the applicable Customer Exchange Rate.

**5.5.4.2. Exchange Rate Information.** Any required Currency Exchange when opening the WorldCurrency CD Basket Account would be performed at the then-applicable Customer Exchange Rate. If you want to make your deposit by sending us the applicable Foreign Currencies by wire transfer, we will tell you the amount of each Foreign Currency that we need to receive for the appropriate weighting of the entire Basket. Please see the General Terms and Conditions Applicable to WorldCurrency Accounts section of the Booklet for more information on funding your account and how we determine your Customer Exchange Rate.

**5.5.4.3. Special Offers.** The terms of any introductory or other special offer, including any bonus or new account interest rate and APY applicable on your WorldCurrency CD Basket, if any, are set forth in the rate sheet you will receive in your welcome package or disclosure specific to the special offer, which is incorporated herein by reference.

**5.5.4.4. Interest Rate Information.** The interest rate and APY of the WorldCurrency CD Basket Account is fixed and will be paid from the date of the deposit until the maturity date of the component CDs. Refer to the rate sheet you received, which is incorporated herein by reference, for the interest rate and APY applicable to your WorldCurrency CD Basket Account. The APY does not reflect the potential capital gains or losses that may occur due to fluctuations in the currency market. We reserve the right to establish a rate schedule according to banking channel. Fees may reduce earnings.

**5.5.4.5. Balance Computation Method.** We use the average daily balance method to calculate the interest on your component CDs. This method applies a periodic rate to the average daily balance in the WorldCurrency CD Basket Account for the period. The average daily balance is calculated by adding the principal in the WorldCurrency CD Basket Account for each day of the period and dividing that figure by the number of days in the period.

**5.5.4.6. Compounding and Crediting Frequency.** Interest does not compound and is credited to your component CDs only at maturity. The Balance Computation Method (above) describes only how interest is calculated and does not mean that interest is compounded or that interest is credited prior to maturity. Interest earned on each component CD of your Basket will be credited to your WorldCurrency CD Basket Account in the Foreign Currency of the component CD. At maturity, you may elect to have your interest (a) added to your component CD principal and rolled over to a new component CD; (b) credited to an Access Deposit Account denominated in that Foreign Currency; or (c) converted to U.S. dollars at the applicable Customer Exchange Rate and credited to your Cash Management Account. If you close your WorldCurrency CD Basket Account before interest is credited, you will not receive the accrued interest.

**5.5.4.7. Lock-In Rate.** You may elect not to renew your WorldCurrency CD Basket at maturity and withdraw your funds through a transaction that requires a Currency Exchange. In such a case, you may request that we Lock-In your currency conversion rates on all component Foreign Currencies prior to maturity by contacting the Trading Desk by telephone or in writing. When you ask us and we agree to do this, we will offer you Customer Exchange Rates on each component Foreign Currency that take into consideration the current rates that we believe we can obtain in the Wholesale Market and a Quoted Spread. In such a case, our currency specialist will quote your locked currency conversion price for each component Foreign Currency and you will have the opportunity to agree to the locked conversion prices (the Lock-In Rate) or you can reject the prices

and continue to float with the market. You may exercise this Lock-In option only once during the term of your WorldCurrency CD Basket and only for all Foreign Currency components within the WorldCurrency CD Basket. After your Lock-In option is exercised, no further fluctuations in the currency conversion rates applicable to each component of your WorldCurrency CD Basket can occur during the term of your WorldCurrency CD Basket. After exercising your Lock-In option, we will send you written confirmation of your Lock-In Rates and the date they became effective. As a result of exercising the Lock-In option, your WorldCurrency CD Basket will not automatically renew and you will be required to redeem your CD at maturity. If you Lock-In your currency conversion rates, and any standard rate available when your CD matures is more favorable than any of your Lock-In Rates, you will not be able to take advantage of any of those more favorable rates. However, if the any standard rate we are able to offer when your CD matures are less favorable than any of your Lock-In Rates, your Lock-In Rate will allow you to preserve gains or reduce losses.

**5.5.4.8. Accrual of Interest On Non-Cash Deposits.** If you deposit non-cash items (like checks) denominated in U.S. dollars to fund your foreign currency denominated WorldCurrency Accounts, your U.S. dollar deposit will be made to your Cash Management Account. Funds from U.S. dollar deposits will be available in accordance with the Funds Availability Disclosure in the Booklet. On the day your U.S. dollar funds are available, those funds will be transferred to your WorldCurrency Account for the Currency Exchange or NDC Transaction you have requested. Interest begins to accrue in your Foreign Currency denominated Account on the same day funds are transferred into the WorldCurrency Account. For U.S. dollar denominated Access Accounts, non-cash deposits denominated in U.S. dollars begin to accrue interest no later than the Business Day we receive credit for the deposit of the non-cash item. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you make a deposit by a wire transfer of a Foreign Currency, interest begins to accrue on the Business Day after we receive your wire transfer. If you make a deposit by sending us a check payable in a Foreign Currency, interest generally begins to accrue on the second Business Day after we receive finally collected funds. This may take several weeks. See the Funds Availability Disclosure section in the Booklet for information on collection of Foreign Currency checks.

**5.5.4.9. Early Withdrawal Penalties.** You may not withdraw any part of a component CD prior to maturity without consent from us. In the event that extenuating circumstances exist, and you need the funds, we may allow an Early Withdrawal, imposing withdrawal penalties. In the event of an Early Withdrawal, we will either send a U.S. dollar check or place the funds into your U.S. dollar Cash Management Account. The withdrawal penalty imposed by us is all interest accrued on the CD, beginning with the opening date of the CD, up to and including the Early Withdrawal date. In addition, the remaining value of the CD will be converted to U.S. dollars at a conversion price based on the conversion rates that we determine in our judgment to be available to us for your Foreign Currency at the time of the conversion, minus a conversion cost of up to 1.5%. It is possible that you may receive fewer U.S. dollars on Early Withdrawal than you originally deposited, due to the Early Withdrawal penalties and changes in currency values. Early withdrawal penalties will be waived in the event of death or legal incompetence of all of the Account Holders shown in our records who are Rhode Island residents.

**5.5.4.10. Withdrawal of Interest Prior To Maturity.** You may not withdraw interest prior to the maturity of your WorldCurrency CD Basket. Interest earned will be paid on the date of the maturity of your WorldCurrency Basket component CDs in the Foreign Currency in which the component CD is denominated. The disclosed APY assumes that interest will remain on deposit until maturity.

**5.5.4.11. Renewal Policies.** Except as provided in the Booklet, your WorldCurrency CD Basket Account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. However, you may select one of the following options by providing instructions to the Trading Desk at least three (3) days prior to the maturity date of the component CDs:

1. liquidate your WorldCurrency CD Basket Account (principal plus interest) upon maturity;

2. remove the interest and/or any portion of the principal and re-invest the remaining principal in the same WorldCurrency CD Basket with an additional term equal to the original term; or
3. elect to invest all or any portion of the funds from your maturing WorldCurrency CD Basket in another Foreign Currency product or in the same World Currency CD Basket for a different maturity (subject to the terms and conditions, including, but not limited to, minimum opening balances, for any such different Foreign Currency product).

**Note:** If you do not contact the Trading Desk at least three (3) days prior to the maturity date of the WorldCurrency CD Basket to provide specific maturity instructions, your WorldCurrency CD Basket will be re-invested in a the same WorldCurrency CD Basket for the same term, at the current prevailing interest rates on the component CDs. There is no grace period after the maturity date of your WorldCurrency CD Basket during which you may withdraw the funds in the WorldCurrency CD Basket without being charged an Early Withdrawal penalty.

**5.5.4.12. Transaction Limitations.** You may not make any deposits into your WorldCurrency CD Basket Account before maturity of the component CDs. You may not withdraw any part of the component CDs prior to maturity without our consent. If we do consent to a withdrawal prior to maturity, an Early Withdrawal penalty will be imposed as described above. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this WorldCurrency CD Basket Account.

**5.5.4.13. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**5.5.4.14. Fees.** Refer to the Deposit Account Fee Schedule.

**5.5.4.15. U.S. Dollar Account.** In order to facilitate Currency Exchanges, or other transactions associated with your WorldCurrency Accounts, a U.S. dollar denominated Access Account will be provided to you to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such an Access Account, if applicable.

**5.5.4.16. Confirmations and Notices.** You will receive (a) a confirmation of CDs purchased at the time a component CD in a Basket is opened, which includes your maturity date and other important terms, (b) a maturity notice 30 days prior to the maturity date, and (c) a CD closing notice. You will also receive a closing confirmation and an opening confirmation when rolling over the component CD of a WorldCurrency Basket.

**5.5.4.17. IRA CD Provisions.** All withdrawals, including withdrawals that are part of a required minimum distribution, are subject to the Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information. To avoid penalties, purchase CDs only with money you will not need to access prior to the maturity date.

## 6.0. SPECIFIC TERMS— MARKETSAFE® CERTIFICATE OF DEPOSIT ACCOUNTS

These MarketSafe Certificate of Deposit (CD) Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your MarketSafe CD. MarketSafe CDs are indexed, U.S. dollar-denominated deposit accounts. Each MarketSafe CD issuance is accompanied by a Term Sheet that describes in detail the Reference Index and key dates related to the value of your account. In the event of a conflict between the Account Agreement and these MarketSafe CD Account Terms and Conditions, these Terms and Conditions control to the extent of the conflict. In the event of a conflict between these Terms and Conditions and the applicable Term Sheet, the Term Sheet provisions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for more important terms and conditions related to your account.

In addition to the specific terms, conditions and disclosures set forth below, some key risk considerations you should bear in mind before opening any MarketSafe CD Account are as follows:

THIS PRODUCT MAY NOT BE SUITABLE FOR SOME INDIVIDUALS. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM, AS EARLY WITHDRAWALS ARE NOT PERMITTED EXCEPT IN THE EVENT OF THE DEATH OR ADJUDICATION OF INCOMPETENCE OF THE ACCOUNT HOLDER. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU WANT PERFORMANCE TIED DIRECTLY TO THE APPLICABLE REFERENCE INDEX. YOU ARE NOT INVESTING IN A STOCK MARKET OR OTHER INDEX BY DEPOSITING YOUR MONEY IN THIS PRODUCT. PAST PERFORMANCE OF THE REFERENCE INDEX IS NO GUARANTEE OF FUTURE PERFORMANCE.

NOT ALL MARKETSAFE CDS PAY INTEREST. THE MARKETSAFE CD WILL EARN INTEREST ONLY IF DISCLOSED IN THE APPLICABLE TERM SHEET. IF INTEREST IS PROVIDED FOR IN THE TERM SHEET, YOU WILL RECEIVE INTEREST AS DISCLOSED THERE IN ADDITION TO ANY MARKET UPSIDE PAYMENT. ALWAYS REFER TO THE TERM SHEET FOR THE SPECIFIC PRODUCT ISSUE YOU ARE CONSIDERING, FOR INTEREST (IF ANY) AND REFERENCE INDEX INFORMATION SPECIFIC TO THAT MARKETSAFE CD.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF OWNING THIS PRODUCT IN YOUR OWN PARTICULAR SITUATION, AS WELL AS ANY CONSEQUENCES UNDER THE LAWS OF OTHER RELEVANT TAXING JURISDICTIONS (INCLUDING THE INCOME TAX LAWS OF THE STATES AND LOCALITIES OF WHICH YOU ARE A RESIDENT OR IN WHICH YOU TRANSACT BUSINESS). PLEASE ALSO SEE THE “CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES” AND “INTEREST AND MARKET UPSIDE PAYMENT” SECTIONS OF THESE MARKETSAFE CERTIFICATE OF DEPOSIT ACCOUNT TERMS AND CONDITIONS.

### 6.1. DEFINITIONS AND MEANINGS FOR MARKETSAFE® CD ACCOUNTS

Capitalized terms as used with respect to MarketSafe CDs or MarketSafe Cash Accounts have the meanings provided in this section 6.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

**6.1.1. “Annual Percentage Yield” or “APY”** means a percentage rate reflecting the total amount of interest as calculated pursuant to the federal Truth in Savings Act.

**6.1.2. “Business Day”** means Monday through Friday, excluding federal holidays.

**6.1.3. “Collected Funds”** means funds collected by EverBank from the Depositor to open the MarketSafe CD. In order for funds to be considered collected and a Prospective Depositor to be eligible to open a MarketSafe CD, the Prospective Depositor must provide documents to open the MarketSafe Cash Account and/or MarketSafe CD as required by EverBank, and funds must be

available to EverBank on or prior to the Issue Date according to the Funds Availability Disclosure in the Booklet.

- 6.1.4. “Deemed Interest Rate”** means the rate at which funds are accrued and reported for U.S. federal income tax purposes.
- 6.1.5. “Deposit Amount,”** with respect to any MarketSafe CD, means the total amount deposited by a holder of such MarketSafe CD that are Collected Funds.
- 6.1.6. “Depositor”** means any person or entity that makes a deposit in a MarketSafe Cash Account and/or MarketSafe CD and who is an owner of such account. Within this section, references to “You” and its derivatives herein shall mean the Depositor and the applicable derivatives.
- 6.1.7. “Final Value Date”** means the final date for calculations pertaining to your MarketSafe CD which may be subject to adjustment as described under the Market Disruption section below. The Final Value Date is disclosed in the Term Sheet.
- 6.1.8. “Funding Deadline”** means the date on which EverBank ceases to accept applications and deposits for the purchase of a particular MarketSafe CD.
- 6.1.9. “Initial Market Value”** means the beginning value of the Reference Index on the Initial Value Date.
- 6.1.10. “Initial Value Date”** means the beginning date for calculations pertaining to your MarketSafe CD, as disclosed in the Term Sheet, which may be subject to adjustment as described under the Market Disruption section below or in the Term Sheet. This is also the date upon which the Product Term commences.
- 6.1.11. “Interest”** means, with respect to MarketSafe CDs, the amount (if any) that EverBank will pay to the Depositor on the funds in the MarketSafe CD based on a periodic rate of return or APY, if any, but except as otherwise described in the applicable Term Sheet, does not include any Market Upside Payment. Not all MarketSafe CDs pay Interest. The amount of Interest (if any) will be determined, earned, credited and paid on the Maturity Date according to the calculation method disclosed in the Term Sheet. For purposes of the MarketSafe Cash Account, the interest and APY are addressed in Section 6.3.2, MarketSafe Cash Account.
- 6.1.13. “Issue Date”** means the date on which a specific Product Issue is initiated and the MarketSafe CD is issued by EverBank to the Depositor.
- 6.1.14. “Market Disruption Event”** means a disruption in the market that prevents the pricing and/or settlement of currencies or their associated derivatives or any other Reference Index components in accordance with the terms and conditions of a particular MarketSafe CD Term Sheet.
- 6.1.15. “MarketSafe Cash Account”** means a deposit account with EverBank where the Depositor’s Collected Funds will be held during the period between deposit and the Issue Date for that MarketSafe CD.
- 6.1.16. “MarketSafe® CD”** means MarketSafe Certificates of Deposit offered and/or issued by EverBank where all or a portion of the return is based on the performance of a defined Reference Index. MarketSafe CDs and their associated Reference Index and return computation methods are individually described in a Term Sheet specific to the MarketSafe CD Product Issue.
- 6.1.17. “Market Upside Payment”** means a payment, if any, based on the performance in the Reference Index. The calculation and terms of the Market Upside Payment are set forth in the Term Sheet for the MarketSafe CD Product Issue you open.
- 6.1.18. “Maturity Amount,”** with respect to any MarketSafe CD, means the Deposit Amount plus any Market Upside Payment, Interest, or other return as specified in the applicable Term Sheet.
- 6.1.19. “Maturity Date”** means the completion date of the Product Term.
- 6.1.20. “Offering Bank or Advisor”** means any bank or affiliate of such bank, or financial advisor, that has entered into a service agreement with EverBank to issue or sell MarketSafe CDs.
- 6.1.21. “Offering Period”** means the period of time from the Opening Date to Funding Deadline.
- 6.1.22. “Opening Date”** means the date on which EverBank begins to accept applications and deposit of funds from Depositors applying to purchase a particular MarketSafe CD Product Issue.



**6.1.23. “Participation Factor”** means a percentage of the Reference Index performance which applies to the Market Upside Payment calculation.

**6.1.24. “Pricing Date(s)”** means date(s) that determine the valuation of the Reference Index used in the current MarketSafe CD(s) Product Issue as outlined in the Term Sheet.

**6.1.25. “Principal Protection”** means the guaranteed return of your MarketSafe CD Deposit Amount. Principal Protection only applies to MarketSafe CDs held to maturity and is separate from Federal Deposit Insurance Corporation (FDIC) insurance, if any.

**6.1.26. “Product Issue”** means specific MarketSafe CDs designed by EverBank with unique design features, which may be subject to change from issue to issue, such as Reference Index(es), Product Term, Participation Factor, Reference Index value determination, Interest, Market Upside Payment, and/or other features unique to that Product Issue.

**6.1.27. “Product Term”** means the duration of the CD, as described in the Term Sheet, from the Initial Value Date to the Maturity Date.

**6.1.28. “Prospective Depositor”** means an individual or entity who has submitted an application to become a Depositor, but the deposit has not been initiated or accepted.

**6.1.29. “Reference Index”** means the index or indices on which the performance of any MarketSafe CD Product Issue is based as defined in the applicable Term Sheet.

**6.1.30. “Term Sheet”** means the complete description of the unique provisions applicable to each MarketSafe CD Product Issue. The Term Sheet for a Product Issue shall contain detailed information regarding the Reference Index, Participation Factor and return calculation method specific to that Product Issue and is incorporated herein by reference.

## **6.2. GENERAL MARKETSAFE CD ACCOUNT TERMS AND CONDITIONS**

This General MarketSafe CD Account Terms and Conditions section sets forth general information about MarketSafe CDs and has not been approved by any governmental agency, nor has any state securities commission approved, recommended, or disapproved of these deposits or confirmed the accuracy or completeness of this document. MarketSafe CDs are deposit products and therefore are not subject to registration under the Securities Act of 1933, as amended, or the securities laws of any state. The information contained herein may not be modified by any oral representation made prior or subsequent to the purchase of any MarketSafe CDs. You must rely on your own assessment of the offering and the merits and risks involved, for making any deposit to a MarketSafe CD Account.

### **6.2.1. BASIC PROVISIONS**

**6.2.1.1.** All MarketSafe CDs offered by EverBank have returns that are based in part on, or are tied to, a Reference Index. The Reference Index for each MarketSafe CD is defined in the Term Sheet for that CD. Depositor funds held in a MarketSafe CD are held in United States dollars.

**6.2.1.2.** MarketSafe CDs are available from time to time from EverBank as issuer. The MarketSafe CDs issued by EverBank are the obligations solely of EverBank, and are not obligations of and are not guaranteed by, any other Offering Bank or Advisor, or any affiliate of EverBank.

**6.2.1.3.** Applications for MarketSafe CDs are subject to acceptance and confirmation by EverBank. The MarketSafe CDs are being offered by EverBank subject to EverBank’s right to reject orders in whole or in part and subject to certain other conditions.

### **6.2.2. NO ADDITIONAL DEPOSITS**

No additional deposits may be made to a MarketSafe CD after the Issue Date of the CD.

### **6.2.3. BANK PROCEDURE**

**6.2.3.1. Funds Held Prior To Issue Date.** EverBank will accept applications and deposits for MarketSafe CDs during the Offering Period for such MarketSafe CDs. During the Offering Period, funds that you designate for the MarketSafe Product Issue will be held in an interest earning MarketSafe Cash Account at EverBank, opened on your behalf to hold funds until the Issue Date. On the Issue Date, EverBank will transfer the funds from the MarketSafe Cash Account into the MarketSafe CD, including interest earned up to the Issue Date.

**6.2.3.2. Issue Date.** EverBank does not guarantee or warrant that any orders received shall be executed on any specific Issue Date, and in no event shall EverBank assume any liability for any direct compensatory, special, punitive, indirect or consequential damages, including lost profits, as a result of any failure on the part of EverBank to issue any MarketSafe CD on any specific Issue Date. The Product Term for each MarketSafe CD will commence on the Initial Value Date for the specific MarketSafe CD.

**6.2.3.3. Execution of Orders.** A MarketSafe CD is only issued on the Issue Date as described in the Term Sheet for that MarketSafe CD, as determined by EverBank. EverBank reserves the right to change the Funding Deadline, Issue Date and corresponding Maturity Date to a later date in the event that an issue is undersubscribed. In the event that the Issue Date does not fall on a Business Day, the Issue Date shall be the Business Day immediately following the proposed Issue Date. EverBank must receive Collected Funds from a Prospective Depositor no later than the close of business on the Funding Deadline to enable EverBank to issue the MarketSafe CD on the Issue Date. Terms contained in the Term Sheet are subject to change up until the Funding Deadline. In addition, EverBank does not guarantee or warrant that any orders received shall be executed on any specific Issue Date or that any specific Initial Value Date will be applicable, and in no event shall EverBank assume any liability for any direct compensatory, special, punitive, indirect or consequential damages, including lost profits, as a result of any failure on the part of EverBank to issue any MarketSafe CD, on any specified proposed date or for the failure of any particular Initial Value Date to be applicable. EverBank reserves the right to cancel an undersubscribed MarketSafe CD issue prior to the Issue Date. In the event of cancellation of an issue, funds held in a MarketSafe Cash Account will be returned to you, including any accrued interest.

**6.2.3.4. Verification of Pricing Dates.** The Pricing Dates for this product, method of calculation and market measures, together with the relevant Reference Index are stated in the Term Sheet for the specific MarketSafe CD. The Initial Market Value of the Reference Index will be stated in the Product Issue confirmation EverBank provides you when the MarketSafe CD is issued.

#### **6.2.4. PRINCIPAL PROTECTION**

MarketSafe CDs, if held to the Maturity Date, will have a guaranteed return of the Deposit Amount ("Principal Protection"). Principal Protection is not available if you for any reason withdraw funds from the MarketSafe CD prior to the Maturity Date. Please see the "Penalty and Loss of Principal Protection for Early Withdrawals" section below for additional details and limitations.

#### **6.2.5. PENALTY AND LOSS OF PRINCIPAL PROTECTION FOR EARLY WITHDRAWALS**

Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to maturity (any such withdrawal prior to maturity, an "Early Withdrawal"). YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM.

Early Withdrawals do NOT receive Principal Protection and are NOT subject to any upside potential of the Reference Index. You also will NOT receive any interest on the MarketSafe CD if you make any withdrawal prior to the Maturity Date.

**6.2.5.1. Early Withdrawal Price.** The amount you will receive from your MarketSafe CD if you withdraw early, called the "Early Withdrawal Price," will be determined by EverBank in its sole discretion. In determining the Early Withdrawal Price, EverBank will consider a number of different variables which may include, but are not limited to: (a) the termination value, cost of liquidating or the volatility of any of the hedges EverBank or any of its affiliates entered into in connection with the applicable MarketSafe CD; (b) the then-current value of the Reference Index on the date of the Early Withdrawal and its relation to the Initial Market Value; (c) interest rates or anticipated interest rates for the period from the date of Early Withdrawal to the Maturity Date; (d) the projected dividend yield of the Reference Index; (e) the volatility of the Reference Index; and (f) the period of time between the date of the Early Withdrawal and the Maturity Date.

THE EARLY WITHDRAWAL PRICE WILL BE COMPUTED DIFFERENTLY FROM THE MATURITY AMOUNT AND IS LIKELY TO DIFFER, PERHAPS SIGNIFICANTLY, FROM THE MATURITY AMOUNT.

### 6.2.6. FDIC INSURANCE FROM BANK INSOLVENCY

Funds in your MarketSafe CD are eligible for insurance coverage by the FDIC. The total amount of insurance coverage you have at EverBank depends on the number of accounts you have with us and the ownership categories of those accounts. If you would like additional information on FDIC insurance, you may ask us or contact the FDIC (see [www.fdic.gov](http://www.fdic.gov)).

### 6.2.7. FEES

There are no monthly or other periodic maintenance fees for the MarketSafe CD. Other fees may apply for bank services you use in connection with a MarketSafe CD. See our Deposit Account Fee Schedule, included in the Booklet and available on our website at [everbank.com](http://everbank.com), for General Service Fees that may apply. See also Section 6.2.5., "Penalty and Loss of Principal Protection for Early Withdrawals" for fees and penalties associated with Early Withdrawals.

### 6.2.8. INTEREST AND MARKET UPSIDE PAYMENT

The calculation and terms of the Market Upside Payment are set forth in the Term Sheet for the MarketSafe CD you open. Each Product Issue may be tied to a different Reference Index and/or may involve a different interest calculation. Except for interest income that is imputed for U.S. federal income tax purposes, interest on the MarketSafe CDs, if any, will be determined, earned, credited and paid on the Maturity Date as defined and disclosed in the Term Sheet. No interest will be earned, credited or payable prior to the Maturity Date. Notwithstanding anything herein to the contrary, in the event that the Maturity Date is not a Business Day, payments due on the MarketSafe CDs shall be due and payable on the immediately succeeding Business Day, without interest for such deferral. The amount of interest on the MarketSafe CDs, if any, may or may not exceed the interest that could be earned on a conventional fixed rate certificate of deposit of similar maturity and other terms and conditions.

### 6.2.9. INDEX INFORMATION

**6.2.9.1. The Reference Index.** The performance of the MarketSafe CD will be tied to a specific Reference Index. The Term Sheet shall contain detailed information regarding the Reference Index.

**6.2.9.2. Disclaimer.** Any third-party trademark associated with the Reference Index is licensed or otherwise permitted for use by EverBank.

The Reference Index service or trademark may be a registered service or trademark of a Reference Index licensor as disclosed on the Term Sheet. Such a Reference Index licensor has no relationship to EverBank, other than the licensing of the Reference Index and its service or trademarks for use in connection with MarketSafe CDs. Reference Index licensors do not:

- Sponsor, endorse, sell or promote MarketSafe CDs;
- Recommend that any person deposit funds in MarketSafe CDs or any other product;
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of MarketSafe CDs;
- Have any responsibility or liability for the administration, management or marketing of MarketSafe CDs; or
- Consider the needs of the MarketSafe CDs or the owners of the MarketSafe CDs in determining, composing or calculating the Reference Index or have any obligation to do so.

Reference Index licensors will not have any liability in connection with MarketSafe CDs. Specifically, Reference Index licensors do not make any warranty, express or implied, and Reference Index licensors disclaim any warranty or liability for:

- The results to be obtained by the MarketSafe CDs, the owner of the MarketSafe CDs or any other person in connection with the use of the Reference Index and the data included in the Reference Index;
- The accuracy or completeness of the Reference Index and its data;
- The merchantability and the fitness for a particular purpose or use of the Reference Index and its data;
- Any errors, omissions or interruptions in the Reference Index or its data; or

- Any lost profits or indirect, punitive, special or consequential damages or losses, even if Reference Index licensor knows that they might occur.

**6.2.9.3. Contingency Plans for Cessation of or Material Change to a Reference Index.** In the event that a Reference Index (or any component of the Reference Index) is materially changed or not calculated on any relevant date or the Reference Index (or any component of the Reference Index) ceases to exist or is materially changed during the term of a MarketSafe CD, EverBank shall select as a substitute index a comparable index which, in the reasonable judgment of EverBank, is based on information substantially the same as and calculated in a similar manner as was the Reference Index (or the relevant component of the Reference Index), and in such event, the Reference Index (or the relevant component of the Reference Index) at any time shall be the value of such substitute index at such time. In the event that, prior to the Maturity Date, a Reference Index licensor or component provider makes a change in the formula or the method of calculating a particular Reference Index (or a component of the Reference Index) or in any other way modifies the Reference Index (or a component of the Reference Index) in a way that in EverBank's view is material, EverBank will make such calculations as may be determined by it to be appropriate to calculate a value that will be used as the Reference Index for purposes of calculating the return, if any, on the MarketSafe CDs.

**6.2.9.4. Market Disruption.** A disruption in the market that prevents the pricing and/or settlement of currencies or their associated derivatives or any other Reference Index components in accordance with the terms and conditions of a particular Term Sheet is a "Market Disruption Event." If a Market Disruption Event occurs, the date of the Initial Value Date or the Final Value Date or other relevant pricing date may be adjusted as described in the Term Sheet for the specific MarketSafe CD. In addition, if a Market Disruption Event occurs on the Initial Value Date, EverBank may elect not to issue the MarketSafe CDs.

## **6.2.10. MATURITY INFORMATION**

A MarketSafe CD is not a renewable deposit and will not automatically renew at maturity. At maturity, MarketSafe CD funds will automatically be paid into your Cash Management Account. If your Cash Management Account is an interest-bearing account, then interest will be paid after maturity. However, if your Cash Management Account is a non-interest-bearing account, then interest will not be paid after maturity.

## **6.2.11. RISK CONSIDERATIONS**

**6.2.11.1. Suitability.** PLEASE NOTE THAT THIS PRODUCT MAY NOT BE SUITABLE FOR SOME INDIVIDUALS. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU DO NOT HAVE THE INTENT OR ABILITY TO KEEP THIS PRODUCT FOR THE FULL TERM. YOU SHOULD NOT DEPOSIT YOUR MONEY IN THIS PRODUCT IF YOU WANT PERFORMANCE TIED DIRECTLY TO THE APPLICABLE REFERENCE INDEX. YOU ARE NOT INVESTING IN A STOCK MARKET OR ANY OTHER INDEX BY DEPOSITING YOUR MONEY IN THIS PRODUCT. PAST PERFORMANCE OF THE REFERENCE INDEX IS NO GUARANTEE OF FUTURE PERFORMANCE.

**6.2.11.2. Tax Considerations.** For U.S. federal income tax purposes, EverBank intends to treat a MarketSafe CD as a "contingent payment debt instrument" subject to taxation under the "noncontingent bond method." Accordingly, a U.S. holder of a MarketSafe CD will be required to accrue interest income on a MarketSafe CD in its gross income each year on a constant yield to maturity based on a comparable yield in accordance with the original issue discount rules (subject to adjustment to reflect differences between actual and projected payments). The Depositor should also be aware that, for purposes of calculating the interest, if any, payable on the MarketSafe CD(s) at maturity, appreciation will be determined based upon the Product Calculation Rules noted in the Term Sheet, and treated for U.S. federal income tax purposes as ordinary income, not capital gains. Please also see the "Certain U.S. Federal Income Tax Consequences" and "Interest and Market Upside Payment" sections of this disclosure.

**6.2.12.3. Bank Hedging and Other Permitted Transactions.** EverBank, or an affiliate thereof, expects to enter into transactions with respect to the Reference Index in order to hedge EverBank's exposure with respect to the MarketSafe CDs and may adjust its positions on the

Reference Index from time to time. In addition, EverBank and its affiliates may from time to time engage in permissible transactions in the Reference Index and its underlying components for EverBank's accounts and other accounts under its management. While EverBank and such affiliates do not expect these transactions to affect the value of the Reference Index in a material way, no assurance can be given that such transactions will not affect the Reference Index in a manner that could be adverse to holders of MarketSafe CDs.

### **6.2.13. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES**

**6.2.13.1. General.** The following is a summary of certain U.S. federal income tax considerations that may be relevant to you if you are a U.S. citizen or resident alien. This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change that, in some cases, may have retroactive effect. This summary applies only if you hold MarketSafe CDs as a capital asset and does not address tax considerations that apply to you if:

- You are a nonresident alien,
- You are a foreign corporation,
- You are a foreign estate or trust,
- You are a foreign partnership, or
- You hold the Product Issue as part of an integrated financial strategy (including a "straddle") comprised of the Product and one or more other positions.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF OWNING THIS PRODUCT IN YOUR OWN PARTICULAR SITUATION, AS WELL AS ANY CONSEQUENCES UNDER THE LAWS OF OTHER RELEVANT TAXING JURISDICTIONS (INCLUDING THE INCOME TAX LAWS OF THE STATES AND LOCALITIES OF WHICH YOU ARE A RESIDENT OR IN WHICH YOU TRANSACT BUSINESS).

PLEASE BE ADVISED THAT (A) THIS SUMMARY AND ANY OTHER TAX DISCUSSION CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR STATE OR LOCAL TAX LAW AND (B) THIS SUMMARY IS WRITTEN TO SUPPORT THE PROMOTING OR MARKETING BY EVERBANK OF THIS PRODUCT.

**6.2.13.2. Long Term Contingent Market Linked Deposits.** There are significant tax implications if you do not hold this product in a qualified tax deferred account. For U.S. federal income tax purposes, EverBank intends to treat a MarketSafe CD as a "contingent payment debt instrument" subject to taxation under the "noncontingent bond method." Under U.S. federal income tax regulations applicable to contingent payment debt instruments such as the product, you are required to include on your federal income tax return as interest income an amount of original issue discount ("OID") for each year that you hold the product, even though actual interest payments on the product (if any) will not be made until maturity. The Deemed Interest Rate is used to determine accruals of interest for tax purposes only and are not assurances by EverBank with respect to the actual yield of, or payments to be made in respect of, the MarketSafe CD. Further, the Deemed Interest Rate does not necessarily represent EverBank's expectations regarding such yield or the amount of such payments. The amount of OID is calculated by accruing interest compounded annually on the principal amount of the product, and then allocating to each day of each year you hold the product a ratable portion of the interest that accrues in such year. The Deemed Interest Rate will be based on an assumed interest rate that will be fixed following the Issue Date of the product. For each calendar year prior to the year in which the MarketSafe CD matures, during which you hold the product, EverBank will issue you an IRS Form 1099-OID after the end of each year that will report the amount of interest that you are deemed to receive on the product. These amounts will also be reported to the Internal Revenue Service.

**BECAUSE YOU MAY NOT WITHDRAW FUNDS DEPOSITED IN THE PRODUCT PRIOR TO MATURITY AND WILL NOT RECEIVE ACTUAL PAYMENTS OF INTEREST PRIOR TO MATURITY, YOU MUST BE PREPARED TO PAY INCOME TAX ON THIS INTEREST INCOME WITH ANOTHER SOURCE**

OF FUNDS. BECAUSE OF THE RULES THAT APPLY IF YOU HOLD THE PRODUCT OUTSIDE OF A QUALIFIED TAX DEFERRED ACCOUNT, IT IS POSSIBLE THAT YOU WILL BE REQUIRED TO PAY TAX ON INTEREST INCOME THAT YOU NEVER RECEIVE. IN THIS EVENT, HOWEVER, YOU SHOULD BE ENTITLED TO DEDUCT THE EXCESS AMOUNT AS AN ORDINARY LOSS IN THE YEAR OF MATURITY.

If at maturity the amount of interest actually paid on the MarketSafe CD is greater than the OID reported to you as interest on the MarketSafe CD in prior years, you must report this amount as income for the year of maturity. You will receive a Form 1099-OID from EverBank reporting this amount. If the OID reported to you in prior years exceeds the total interest payable at maturity, you will not report any interest income upon the maturity of the MarketSafe CD. You should be entitled to claim an ordinary loss in the year of maturity equal to the excess of the previously reported OID over the amount of interest you actually receive. If this amount exceeds your income after other deductions for the year, the excess may be carried over and deducted in subsequent years.

**EVERBANK WILL NOT PROVIDE YOU WITH A STATEMENT RECONCILING THE AMOUNTS OF INTEREST YOU ARE DEEMED TO RECEIVE UNDER THE OID RULES ON THE PRODUCT AND THE AMOUNTS OF INTEREST YOU ACTUALLY RECEIVE ON THE PRODUCT, THUS, AS THE OID REPORTED TO YOU IN PRIOR YEARS MAY EXCEED THE TOTAL INTEREST PAYABLE TO YOU AT MATURITY, IT IS CRUCIAL THAT YOU RETAIN FOR YOUR TAX RECORDS EACH FORM 1099-OID YOU RECEIVE OVER THE TERM OF THE PRODUCT OR OTHERWISE MAINTAIN RECORDS THAT WILL ALLOW YOU TO CALCULATE THE AMOUNT OF ANY GAIN OR LOSS YOU MAY CLAIM IN THE YEAR OF MATURITY. YOU WILL NEED TO CONSULT WITH YOUR TAX ADVISOR REGARDING THE APPROPRIATE MANNER TO CLAIM ANY SUCH GAIN OR LOSS IN THE YEAR OF MATURITY.**

#### **6.2.14. INDIVIDUAL RETIREMENT ACCOUNTS; OTHER MATTERS**

**6.2.14.1. Withdrawal Restrictions.** If a MarketSafe CD is purchased in connection with a Traditional or Roth Individual Retirement Account (an "IRA"), special terms apply, and you should keep certain factors in mind in considering whether the product is an appropriate choice for you. If you will be age 66-1/2 or older by the end of the year in which you deposit funds in the MarketSafe CD, we strongly encourage you to discuss with your tax or other advisor whether you should purchase this MarketSafe CD in connection with a Traditional IRA because the MarketSafe CD's withdrawal restrictions might otherwise prevent you from taking distributions required under the Internal Revenue Code by April 1st of the year following the year in which you reach age 70-1/2 and by December 31 in subsequent years. You should consider your and, if applicable, your designated beneficiary's personal circumstances in determining whether this MarketSafe CD is an appropriate Traditional or Roth IRA choice. For example, you may not want to choose this MarketSafe CD for your IRA if you expect to need the funds deposited in the IRA for retirement or other needs before the expiration of the MarketSafe CD term. Finally, once you reach age 59-1/2, you can generally take withdrawals from an IRA without incurring a 10% penalty tax. You should keep in mind that even if you reach age 59-1/2 during the term, the MarketSafe CD does not permit withdrawals until the Maturity Date.

**6.2.14.2. Issues upon Death.** In the event that a Depositor dies prior to the Maturity Date, and a subsequent beneficial owner and/or authorized holder elects to exercise the Early Withdrawal option, the owner/holder may be precluded from recovering the benefit of any taxes paid on this MarketSafe CD by the decedent/owner during his/her lifetime.

**6.2.14.3. Backup Withholding Tax.** Certain non-corporate U.S. holders may be subject to backup withholding tax at a rate of 28% on payments of the interest on, and the proceeds from a disposition of, MarketSafe CDs. Backup withholding tax will be imposed only if the holder (a) fails to furnish its taxpayer identification number ("TIN") which, for an individual, would be his or her Social Security number, (b) furnishes an incorrect TIN, (c) is notified by the Internal Revenue Service that it has failed to properly report payments of interest or dividends or (d) under certain circumstances, fails to certify, under penalty of perjury, that it has furnished a correct TIN and has not been notified by the Internal Revenue Service that it is subject to backup withholding tax for failure to report interest or dividend payments. Holders of MarketSafe CDs should consult their tax advisors regarding their qualification for exemption from backup withholding tax and the

procedure for obtaining such an exemption if applicable. The amount of any backup withholding tax imposed on a payment to a holder of a MarketSafe CD will be allowed as a credit against such holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is furnished to the Internal Revenue Service.

**6.2.14.4. Non U.S. Depositors.** A beneficial owner of a MarketSafe CD that is, with respect to the United States, a nonresident alien individual or foreign corporation should not be subject to any U.S. federal income or withholding tax in respect of income or any payments on a MarketSafe CD, provided that income in respect of the MarketSafe CD is not effectively connected with the conduct by such foreign depositor of a trade or business within the United States. Such income and payments should also be exempt from information reporting on form 1099-OID and backup withholding tax if the foreign depositor provides EverBank (either directly or indirectly through a financial institution holding a MarketSafe CD as nominee for the foreign depositor) with an Internal Revenue Service Form W-8BEN (or a substitute statement in a form substantially similar to the Form W-8BEN) in which the foreign depositor states his or its name and address and certifies, under penalty of perjury, that he or it is the beneficial owner of the MarketSafe CD and is not an individual citizen or resident of the United States, an entity formed in the United States or otherwise treated as a United States person for U.S. federal income tax purposes. In general, a non-U.S. partnership, trust or other flow-through vehicle will be required to provide such certification (or the TIN referred to in the Backup Withholding Tax section above) on behalf of its partners, beneficiaries, or other beneficial owners in order to establish an exemption from information reporting and backup withholding tax. Any gain or income realized upon the sale, exchange or other disposition of an MarketSafe CD (including upon an Early Withdrawal or the repayment of the MarketSafe CD on the Maturity Date) by a beneficial owner of an MarketSafe CD that is, with respect to the United States, a nonresident alien individual or foreign corporation should not be subject to U.S. federal income or withholding tax if (a) such gain or income is not effectively connected with the conduct of a trade or business by the foreign depositor in the United States and (b) in the case of a nonresident alien depositor such depositor is not present in the United States for 183 days or more in the taxable year of the disposition.

**POTENTIAL DEPOSITORS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF EXERCISING THE EARLY WITHDRAWAL PROVISION UPON DEATH OR ADJUDICATION OF LEGAL INCOMPETENCE, AS WELL AS ANY OTHER TAX CONSEQUENCES THAT MAY EXIST UNDER THE LAWS OF OTHER JURISDICTIONS RELEVANT TO THIS ISSUE.**

## **6.3. SPECIFIC TERMS FOR MARKETSAFE ACCOUNTS**

### **6.3.1. MARKETSAFE CERTIFICATE OF DEPOSIT (CD) ACCOUNT**

**6.3.1.1. Interest Rate Information.** Refer to the Term Sheet for this product for information on any APY or interest rate. Not all MarketSafe CDs pay Interest.

**6.3.1.2. Balance Computation Method.** Refer to the Term Sheet for this product for information on the balance computation method.

**6.3.1.3. Compounding and Crediting Frequency.** Refer to the Term Sheet for this product for information on interest compounding and crediting frequency.

**6.3.1.4. Early Withdrawal Penalties.** Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to Maturity. **Early Withdrawals do NOT receive Principal Protection and are NOT subject to any upside potential of the Reference Index. You also will NOT receive any interest on the MarketSafe CD if you make any withdrawal prior to the Maturity Date.** The Early Withdrawal Price, which will reflect a penalty for Early Withdrawal, will be determined by EverBank in its sole discretion. In determining the Early Withdrawal Price, EverBank will consider a number of different variables that may include, but are not limited to: (a) the termination value or cost of liquidating or the volatility of any of the hedges EverBank or any of its affiliates entered into in connection with the applicable MarketSafe CD; (b) the then-current value of the Reference Index on the date of the Early Withdrawal and its relation to the Initial Market Value; (c) interest rates or anticipated

interest rates for the period from the date of Early Withdrawal to the Maturity Date; (d) the projected dividend yield of the Reference Index; (e) the volatility of the Reference Index; and (f) the period of time between the date of the Early Withdrawal and the Maturity Date.

**6.3.1.5. Withdrawal of Interest Prior To the Maturity Date.** There is no interest earned, credited or available for withdrawal prior to the Maturity Date.

**6.3.1.6. Renewal Policies.** This CD does not renew automatically. Upon the Maturity Date, you may apply for another MarketSafe CD Product Issue if we are offering one at the time. Upon maturity, proceeds will be directed to your dedicated Cash Management Account. If your Cash Management Account is an interest-bearing account, then interest will be paid after maturity. However, if your Cash Management Account is a non-interest-bearing account, then interest will not be paid after maturity.

**6.3.1.7. Transaction Limitations.** You may not make any additional deposits into this MarketSafe CD Account after opening the account. Except in the event of death or adjudication of incompetence of the holder of the MarketSafe CD, you may not withdraw any part of the CD prior to the Maturity Date. As authorized by federal law, we reserve the right at any time to require not less than seven days' notice in writing before each withdrawal from this account.

**6.3.1.8. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**6.3.1.9. Fees.** There are no monthly or other periodic maintenance fees for the MarketSafe CD. Other fees may apply for bank services you use in connection with this account. See our Deposit Account Fee Schedule, included in the Booklet and available on our website, for General Service Fees that may apply.

**6.3.1.10. Statements.** At the time your CD is opened, you will receive a confirmation of the CD(s) purchased, incorporated herein by reference, which sets forth your Maturity Date and other important terms. You will receive a maturity notice prior to the expiration of the CD term.

**6.3.1.11. IRA CD Provisions.** All withdrawals, including withdrawals that are part of a required minimum distribution, are subject to the Early Withdrawal penalty policy described above. IRAs are subject to limitations and/or penalties imposed by the IRS. Contact your tax advisor for additional information. To avoid penalties, purchase CDs only with money you will not need to access prior to the maturity date.

## **6.3.2. MARKETS SAFE CASH ACCOUNT**

**6.3.2.1. General Information.** The MarketSafe Cash Account is a temporary deposit account where your Collected Funds will be held during the period of time between your deposit and the Issue Date for that MarketSafe CD.

**6.3.2.2. Interest Rate Information.** This is a variable rate account. The interest rate and annual percentage yield (APY) may change. For current interest rates and APYs, visit the Banking Rates section of our website or you may call the client solutions team. The rate and APY for the MarketSafe Cash Account is that which is quoted for our Yield Pledge Money Market Deposit Account. We reserve the right to establish a rate schedule according to banking channel and service level. Fees may reduce earnings.

**6.3.2.3. Determination of Rate.** In our sole discretion, we may change the interest rate on your MarketSafe Cash Account.

**6.3.2.4. Frequency of Rate Changes.** We may change the interest rate on your MarketSafe Cash Account at any time, without notice.

**6.3.2.5. Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this MarketSafe Cash Account.

**6.3.2.6. Balance Computation Method.** We use the average daily balance method to calculate the interest on your MarketSafe Cash Account. This method applies a periodic rate to the average daily balance in the MarketSafe Cash Account for the period. The average daily balance is



calculated by adding the principal in the MarketSafe Cash Account for each day of the period and dividing that figure by the number of days in the period.

**6.3.2.7. Compounding and Crediting Frequency.** Interest will be compounded monthly and will be credited to your MarketSafe Cash Account monthly. Interest will accrue on the daily collected balance. Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks) or cash. We rely on the Federal Reserve Bank's availability schedules to determine when credit for non-cash items has been received by us. If you submit a request to close your MarketSafe Cash Account before interest is credited, you will receive interest that has accrued through the last full day before the date of the final withdrawal. If you do not submit a request to close your MarketSafe Cash Account and then close your MarketSafe Cash Account by reducing your balance to zero before interest is credited, you will not receive the accrued interest.

**6.3.2.8. Transaction Limitations.** Per federal regulation, you are limited to six transfers or withdrawals per month. You may not write checks on this MarketSafe Cash Account, and debit or ATM cards are not issued on this MarketSafe Cash Account. If the transfer or withdrawal is initiated in person or by mail then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. If you exceed these restrictions, you may incur service charges (refer to the Deposit Account Fee Schedule), and federal law requires us to close or convert your MarketSafe Cash Account to a checking account for repeated violations. As authorized by federal law, we reserve the right to require at any time not less than seven days' notice in writing before each withdrawal from this MarketSafe Cash Account.

**6.3.2.9. Minimum Balance Requirements.** Refer to the Deposit Account Fee Schedule for account opening minimum deposits.

**6.3.2.10. Fees.** There are no monthly or other periodic maintenance fees for the MarketSafe Cash Account. Other fees may apply for bank services you use in connection with this MarketSafe Cash Account. See our Deposit Account Fee Schedule, included in the Booklet and available on our website, for General Service Fees that may apply.

**6.3.2.11. Statements.** Statements will be available to you not less than quarterly.

# 7.0. SPECIFIC TERMS— METALS SELECT® ACCOUNTS

These Metals Select Account Terms and Conditions are a part of your Account Agreement and include important disclosures and agreements related to your Metals Accounts (defined below). In the event of a conflict between the Account Agreement and these Metals Select Account Terms and Conditions, these Terms and Conditions control to the extent of the conflict.

Refer to the applicable rate sheets and Deposit Account Fee Schedule for more important terms and conditions related to your account.

EverBank Metals Select® products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank or Government Guaranteed</b>	<b>Are Not Deposits</b>	<b>May Lose Value</b>
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Purchasing or owning metals involves degrees of risk that make them unsuitable for certain individuals. You should carefully consider the suitability of such metals before making any decision.

## 7.1. DEFINITIONS AND MEANINGS SPECIFIC TO METALS ACCOUNTS

Capitalized terms as used with respect to Metals Accounts have the meanings provided in this section 7.1. Capitalized terms not defined below have the meanings otherwise provided in the Account Agreement.

**7.1.1. “Allocated Account”** means an account in which you own specific allocated and identified quantities and types of Precious Metals (defined below). An Allocated Account includes an account that temporarily holds your Precious Metals that are to be delivered immediately, although such accounts can be used again to hold more allocated Precious Metals or to receive Precious Metals for delivery.

**7.1.2. “Allocated Cut-Off Time”** means 4:00 pm ET on a Business Day.

**7.1.3. “Business Day”** means Monday through Friday, except federal holidays and any day of the week that trading in the Precious Metal that you are attempting to buy or sell is not open. Holidays in foreign countries and in locations where some Precious Metals are traded do not necessarily coincide with days that businesses are open in the United States. If you have a question about a Business Day, contact the World Markets Trading Desk for clarification at 1.800.926.4922.

**7.1.4. “Close of Business”** means, for Business Days, 5:30 pm ET on Monday through Thursday and 4 pm ET on Fridays.

**7.1.5. “Customer Price”** means the price at which we sell Precious Metals to you or buy Precious Metals from you. See Section 7.3.3 of these Metals Select Account Terms and Conditions for more information about the Customer Price.

**7.1.6. “Dealer Fee”** means the fee charged to EverBank by third-party dealers in connection with the purchase or sale of Precious Metals. The Dealer Fees may vary at the discretion of the dealers without advance notice. The cost of each Dealer Fee is passed on to you and is a component of your Customer Price.

**7.1.7. “Dealer Quote”** means the price that a third-party dealer quotes to us for the purchase or sale of a Precious Metal upon request. Dealer Quotes vary at the discretion of the dealers, are not published, and do not include Dealer Fees.

**7.1.8. “Fixing”** means the London Morning Gold Price, the London Morning Platinum Price, the London Afternoon Palladium Price or the London Silver Price, as applicable.

EverBank Metals Select products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank or Government Guaranteed</b>	<b>Are Not Deposits</b>	<b>May Lose Value</b>
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**7.1.9. “Lock-In Price”** means the Customer Price for a purchase or sale of Precious Metals for an Allocated Account that we will use if you ask us and we agree to establish (“Lock-In”) your Customer Exchange Rate prior to the Business Day that would have been your Pricing Date if we did not Lock-In your price.

**7.1.10. “London Afternoon Palladium Price”** means the “London Palladium Fix” of the Spot Price of palladium set by the London Platinum & Palladium Market at or about 2:00 pm London time each Business Day, as made available at [www.lppm.com](http://www.lppm.com).

**7.1.11. “London Bullion Market Association”** means the trade association that represents certain members of the wholesale over-the-counter market for gold and silver in London.

**7.1.12. “London Morning Gold Price”** means the “London A.M. Fix” of the Spot Price of gold administered by ICE Benchmark Administration (IBA) at or about 10:30 am London time each Business Day, as made available at [www.lbma.org.uk](http://www.lbma.org.uk).

**7.1.13. “London Morning Platinum Price”** means the “London Platinum Fix” of the Spot Price of platinum set by the London Platinum & Palladium Market at or about 9:45 am London time each Business Day, as made available at [www.lppm.com](http://www.lppm.com).

**7.1.14. “London Platinum & Palladium Market”** means the market organization that facilitates the trading and dealing in platinum and palladium by certain members in the United Kingdom.

**7.1.15. “London Silver Price”** means the Spot Price of silver set by the CME Group/Thomson Reuters at or about 12 pm London time each Business Day, as made available at [www.lbma.org.uk](http://www.lbma.org.uk).

**7.1.16. “Metals Account”** means any Metals Select Account that holds Precious Metals held in custody by us, including an Allocated Account and/or an Unallocated Account (as defined below). A Metals Account may hold any Precious Metals that you buy from us and certain other Precious Metals that we, in our sole discretion, allow to be held in the account.

**7.1.17. “Precious Metals”** refers to gold, silver, palladium and platinum products you purchase from or sell to us including, without limitation, bars, ingots, coins and/or bags of coins.

**7.1.18. “Pricing Date”** means the Request Date, in the case of Allocated Accounts. For Unallocated Accounts, it means the Business Day following the Request Date.

**7.1.19. “Repositories”** refers to third-party storage facilities where Precious Metals are held by us in custody or for our own inventory. Repositories may be located in the U.S. or outside the U.S.

**7.1.20. “Request”** means you ask us to sell or buy Precious Metals for your Metals Account.

**7.1.21. “Request Date”** means the Business Day on which we consider your Request to have been received. Requests received before the Allocated Cut-Off Time or the Unallocated Cut-Off Time (respectively) are considered received that Business Day. Requests received after the Allocated Cut-Off Time or the Unallocated Cut-Off Time (respectively), or on a day that is not a Business Day, are considered received on the next Business Day.

**7.1.22. “Spot Price”** means any published price for Precious Metals including, but not limited to, the Fixings and prices published by Bloomberg, Reuters, London Bullion Market and the Wall Street Journal. Examples of Spot Prices include the London Morning Gold Price, the London Morning Platinum Price, the London Afternoon Palladium Price, and the London Silver Price. Spot Prices may only be available to a very limited number of commercial parties engaging in extremely large Precious Metals transactions and are generally not the same as Customer Prices or the Wholesale Prices available to EverBank.

**7.1.23. “Spread”** means the difference between the Wholesale Price and the Customer Price. The Spread will be no more than one percent (1%) of the Wholesale Price in effect at the time you buy Precious Metals from us or we buy Precious Metals from you, although we reserve the right for the Spread to be higher if we agree to give you a Lock-In Price for Allocated Precious Metals, as described in Section 7.3.3.5.

EverBank Metals Select products:

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7.1.24. "Trading Desk" means the EverBank World Markets trading desk.

7.1.25. "UCC" means the Florida Uniform Commercial Code, Fl. Stat. Ann. § 678.1011, et seq., as amended from time to time.

7.1.26. "Unallocated Account" means a Metals Account where we hold on your behalf an unallocated or undivided interest in a pool of Precious Metals. In an Unallocated Account, you do not own specific allocated bars or coins of Precious Metals.

7.1.27. "Unallocated Cut-Off Time" means 30 minutes prior to the Close of Business on a Business Day.

7.1.28. "We," "Us," "Our," and "EverBank" refer to EverBank and to any of our successors or assignees.

7.1.29. "Wholesale Market" means the over-the-counter market where participating banks, metals producers, refiners, fabricators and other metals traders trade Precious Metals.

7.1.30. "Wholesale Price" means the price at which we determine we are able to buy or sell Precious Metals at any specific point in time in order to complete a specific purchase or sale for you, and it is the basis for the Customer Price that you receive (after the application of our Spread). Wholesale Prices are not published and are not necessarily the same as any published Spot Price. Wholesale Prices vary with the Wholesale Market and depend on a number of factors, including but not limited to Fixings and applicable Dealer Fees.

7.1.31. "You," and "Your" refer to the person obtaining the Metals Account from Us.

## 7.2. METALS SELECT ACCOUNT FEE SCHEDULE AND DETAILS

### Metals Select Transaction Spread

Up to 1% of the Wholesale Price\*

\* When you buy or sell Precious Metals from or to us, your transaction will be settled using a Customer Price. This price is based on the application of our Spread to the prevailing Wholesale Price. The Spread will be up to 1% of the Wholesale Price. For more information on our Spread, Wholesale Prices and Metals Account Customer Prices, see Section 7.3.3 of these Metals Select Account Terms and Conditions.

### Metals Delivery Fees

Gold	Silver	Platinum	Palladium
1.0%	1.75%	1.5%	1.0%

Delivery Fees are calculated as follows:

- If you take immediate delivery of your Precious Metals order from us, then your Delivery Fee will be calculated as a percentage of your Customer Price.
- If you did not take immediate delivery of your Precious Metals and we have, therefore, stored those Precious Metals for you, then your Delivery Fee will be calculated as a percentage of what the Customer Price would be if you were purchasing your Precious Metals from us on the date you make your delivery request.

For more information on Metals Account Delivery Fees, see Section 7.4.6 of these Metals Select Account Terms and Conditions.

### Metals Select Allocated Account Details

Minimum required to open Account	\$7,500 USD
Annual Account Fee Based on Average Daily Account Values	

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## Allocated Account Fees – Annual Rates

Gold	Silver	Platinum	Palladium
1.5%	2.5%	1.5%	2.0%

The foregoing fees are calculated each month and charged annually on or about July 1 by applying the above periodic rates to the Average Daily Value (calculated in accordance with Section 7.4.6.1.1) of the Precious Metals in your Allocated Account. For more information on this Fee, see Section 7.4.6 of these Metals Select Account Terms and Conditions.

### Metals Select Unallocated Account Details

Minimum required to open Account \$5,000 USD

The minimum opening funding amount is waived if you set up an Automatic Purchase Plan with a minimum amount of \$100 per month. For more information on the Automatic Purchase Plan, see Section 7.4.4 of these Metals Select Account Terms and Conditions.

There is no Annual Account Fee for Unallocated Accounts.

## 7.3. PRECIOUS METALS PRICING DISCLOSURES

### 7.3.1. BUYING AND SELLING PRECIOUS METALS

**7.3.1.1. No obligation.** We are not obligated to sell Precious Metals to you or buy Precious Metals from you. In addition, there is no guarantee that we will be able to execute any request by you to buy Precious Metals from us or sell Precious Metals to us.

**7.3.1.2. Metals Account Necessary for Us to Buy Precious Metals.** We will buy Precious Metals from you only if you hold such Precious Metals in a Metals Account immediately prior to the time of your sale to us.

**7.3.1.3. U.S. Dollar Account.** In order to facilitate your Precious Metals transactions, a U.S. dollar denominated EverBank WorldCurrency Access Account will be provided to you to serve as your Cash Management Account if at any time you do not otherwise maintain a U.S. dollar denominated Account with us that is serving as your Cash Management Account. Please see your WorldCurrency Account Terms and Conditions for more information on such WorldCurrency Access Account, if applicable.

**7.3.1.4. Repurchase of Precious Metal Coins.** We may, but are not obligated to, repurchase from you Precious Metal coins that we originally sold to you, even if you have taken delivery of such Precious Metals. However, you will need to pay the cost of shipping such coins to us if we decide to buy them from you. You may also need to pay us certain other costs, including, without limitation, assay fees, to determine the authenticity and purity of the coins.

### 7.3.2. NO CENTRAL TRADING EXCHANGE

Precious Metals do not trade on a centralized exchange. Instead, Precious Metals trade primarily in an over-the-counter Wholesale Market among participating banks, metals producers, refiners, fabricators and other metals traders.

### 7.3.3. HOW WE DETERMINE YOUR CUSTOMER PRICE

**7.3.3.1. In General.** We will determine your Customer Price each time we sell Precious Metals to you or to buy Precious Metals from you. Upon request, we will explain our pricing to you. We base your Customer Price on the application of our Spread to Wholesale Prices available to us at the time of the transaction.

**7.3.3.2. Spot Prices.** Generally, we cannot buy or sell Precious Metals at Spot Prices, and Spot Prices are not available to you through us. They are typically not the same as Wholesale Prices available to us. Examples of Spot Prices include the London Morning Gold Price, the London Morning Platinum

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Price, the London Afternoon Palladium Price, and the London Silver Price. Information about Spot Prices for gold and silver is available to the public at the London Bullion Market Association's website located at [www.lbma.org.uk](http://www.lbma.org.uk) and through other sources. Information about Spot Prices for platinum and palladium is available to the public at the London Platinum & Palladium Market's website at [www.lppm.com](http://www.lppm.com). Spot Prices are often quoted to provide the market with a general reference point as to what the pricing for gold, silver, platinum or palladium might be as of a specific point in time. Actual Wholesale Prices change through the course of each Business Day and also vary depending on the size of the transaction. Spot Prices may only be available to a very limited number of commercial parties engaging in extremely large Precious Metals transactions.

**7.3.3.3. Calculating the Customer Price; Our Spread.** We calculate Customer Prices by applying our Spread to the Wholesale Prices we determine are available to us for the specific Precious Metal purchase or sale you request of us. When we sell Precious Metals to you, the Customer Price will be the Wholesale Price plus the Spread. When we buy Precious Metals from you, the Customer Price will be the Wholesale Price minus the Spread.

Wholesale Prices are a function of several variables, including the applicable Fixings, Dealer Quotes, and/or Dealer Fees, as well as the volume and nature of Precious Metals transactions in which we are engaging on behalf of other customers at that time.

**7.3.3.4. Special Pricing.** From time to time we may price Precious Metals in other ways through special offers. Any special offer that we make will describe the details of the pricing associated with the offer.

**7.3.3.5. Lock-In Price for Allocated Precious Metals.** If you ask us, we may, but are not obligated to, agree in advance to give you a specific Customer Price for Precious Metals for an Allocated Account before the execution of your purchase or sale on a given Pricing Date. If we do so, your Customer Price will be this agreed-upon amount and will not be based on our standard pricing in effect at the time of your purchase from us (Wholesale Price plus Spread) or sale to us (Wholesale Price minus Spread). The actual Spread in these cases may be more or less than one percent (1%) because of the intraday market risk assumed by EverBank by Locking-In your Customer Price. Depending on the actual Wholesale Price in effect at the time of such purchase or sale, your Lock-In Price may be more or less favorable than the Customer Price that you would have received under our standard pricing. We do not provide a Lock-In Price for unallocated Precious Metals.

**7.3.3.6. When We Determine Your Customer Price.** We will not know your actual Customer Price until the Pricing Date. Your Pricing Date will depend on the type of Request you make and when we receive the request as described below.

**7.3.3.7. Allocated Accounts.** Generally, Requests to purchase or sell Precious Metals held in an Allocated Account received by us before the Allocated Cut-Off Time will be considered received on that Business Day, and that Business Day will be the Request Date. Requests to purchase or sell Precious Metals held in an Allocated Account received by us after the Allocated Cut-Off Time will be considered to be received on the following Business Day, which will be considered the Request Date. The Pricing Date for Requests to purchase or sell Precious Metals held in an Allocated Account will be on the applicable Request Date. These Requests will be settled two Business Days after the applicable Request Date.

**7.3.3.8. Unallocated Accounts.** Generally, Requests to purchase or sell Precious Metals held in an Unallocated Account received before the Unallocated Cut-Off Time will be considered received on that Business Day, and that Business Day will be the Request Date. Requests to purchase or sell Precious Metals held in an Unallocated Account received by us after the Unallocated Cut-Off Time will be considered to be received on the following Business Day, which will be considered the Request Date. The Pricing Date for Requests to purchase or sell Precious Metals held in an Unallocated Account will be one Business Day after the applicable Request Date. These Requests will be settled two Business Days after the applicable Request Date.

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### 7.3.4. THERE ARE NO PUBLISHED WHOLESALE OR CUSTOMER PRICES

Wholesale Prices and Customer Prices are not published in any newspaper, website or other publicly available source. Wholesale Prices and Customer Prices are determined on a transaction-by-transaction basis as described in Section 7.3.3 above.

Spot Prices are only one factor used in calculating Wholesale Prices and generally do not reflect Customer Prices actually available to you at any point in time. Published Spot Prices may be available to a very limited number of commercial parties engaging in extremely large Precious Metals transactions.

### 7.3.5. RISK OF LOSS

**7.3.5.1. You can lose your principal.** PRECIOUS METALS IN YOUR METALS ACCOUNT ARE NOT INSURED OR GUARANTEED BY THE FDIC OR ANY OTHER GOVERNMENT AGENCY, DO NOT CONSTITUTE DEPOSITS WITH US, AND ARE NOT GUARANTEED BY EVERBANK TO HAVE OR RETAIN ANY VALUE. PURCHASING OR OWNING PRECIOUS METALS INVOLVES RISKS AND YOU CAN LOSE SOME OR ALL OF THE VALUE OF YOUR METALS ACCOUNT. THE VALUE OF PRECIOUS METALS WILL CHANGE OVER TIME AND MAY NOT BE WORTH AS MUCH AS YOUR ORIGINAL PURCHASE COST. IF YOU SELL PRECIOUS METALS, YOU MAY HAVE A CORRESPONDING GAIN OR LOSS RESULTING FROM THAT SALE. PRECIOUS METALS PRODUCTS PROVIDE NO INTEREST OR YIELD SO THAT METALS PRICES MUST GENERALLY RISE DURING THE HOLDING PERIOD TO REALIZE A RETURN EQUAL TO THAT OF INCOME-PRODUCING ASSETS. YOU SHOULD CONSIDER THESE RISKS BEFORE OPENING A METALS ACCOUNT. PURCHASING OR OWNING PRECIOUS METALS INVOLVES DEGREES OF RISK THAT MAKE THEM UNSUITABLE FOR CERTAIN INDIVIDUALS.

**7.3.5.2. You should make your decisions carefully.** YOU ARE SOLELY RESPONSIBLE FOR ANY DECISION THAT YOU MAKE, INCLUDING BUT NOT LIMITED TO A DECISION TO (A) OPEN, CLOSE, MAINTAIN OR RENEW A METALS ACCOUNT OR (B) ENGAGE IN ANY TRANSACTION RELATING TO A PRECIOUS METAL. YOU SHOULD CAREFULLY CONSIDER THE SUITABILITY OF PRECIOUS METALS BEFORE MAKING ANY DECISION TO ESTABLISH A METALS ACCOUNT OR PURCHASE PRECIOUS METALS.

**7.3.5.3. You should consult your own advisors because we do not provide investment or other advice.** WE DO NOT PROVIDE LEGAL, TAX OR INVESTMENT ADVICE, OR OPINIONS ON THE MERITS OR SHORTCOMINGS OF (A) ANY METALS ACCOUNT; (B) THE MERITS OR SHORTCOMINGS OF PURCHASING OR OWNING PRECIOUS METALS OR (C) ANY OTHER TRANSACTION IN ANY PRECIOUS METAL. YOU SHOULD NOT CONSIDER ANY STATEMENT BY ANY OF OUR EMPLOYEES, INCLUDING ANY MEMBER OF OUR TRADING DESK, TO BE INVESTMENT ADVICE OR OPINIONS ABOUT ANY PRECIOUS METALS OR RELATED TRANSACTION. YOU SHOULD CONSULT YOUR OWN LEGAL, TAX, OR INVESTMENT ADVISOR CONCERNING RISKS OF PURCHASING OR OWNING PRECIOUS METALS.

**7.3.5.4. Precious Metals markets are volatile and unpredictable.** PRECIOUS METALS MARKETS ARE VOLATILE AND UNPREDICTABLE. THIS MEANS THAT THE VALUE OF PRECIOUS METALS MAY FLUCTUATE WIDELY. YOUR METALS ACCOUNT COULD LOSE SIGNIFICANT VALUE IF THE VALUE OF PRECIOUS METALS FALLS.

## 7.4. OTHER SPECIFIC TERMS AND SERVICES

### 7.4.1. STORAGE

**7.4.1.1. Storage in Repositories.** Precious Metals that you purchase through EverBank are credited to your Metals Account and, unless you elect to take delivery in accordance with Section 7.4.2 of these Metals Select Account Terms and Conditions, are held by us at Repositories we may from time to time select in our sole discretion. You may elect to have your entitlement to the Precious Metals you purchase maintained through an Allocated Account or through an Unallocated Account.

**7.4.1.2. Allocated Accounts.** If you open an Allocated Account and do not take delivery of the Precious Metals, the specific quantity and type of Precious Metals to which you are entitled, as shown on your

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account statement, is stored together with the Precious Metals holdings to which other customers of ours are entitled, and are separately identified by us or the designated Repository as an allocated account maintained for us for the benefit of our customers.

**7.4.1.3. Unallocated Accounts.** If you choose an Unallocated Account, the Precious Metals shown on your account statement are stored by us or the Repository under circumstances where EverBank, for the benefit of its customers, is the owner in common of a proportionate, undivided interest in a pool of Precious Metals that is maintained by us or the Repository in unsegregated bulk form with other owners, including holdings of ours or the Repository itself, without the designation of particular types of Precious Metals to a particular owner. Precious Metals in an Unallocated Account may be used by us or the Repository for its own purposes subject to your entitlement to sell your interest in the pool.

**7.4.1.4. Minimum Transaction Value.** The minimum transaction value of Precious Metals through an Allocated Account is \$7,500 USD, and, unless enrolled in our Automatic Purchase Plan, the minimum holding through an Unallocated Account is \$5,000 USD. We reserve the right to execute orders and hold Precious Metals for you below these minimums at our sole discretion, but any decision to do so does not in any way imply a continuing waiver of these stated minimums.

## 7.4.2. DELIVERY

**7.4.2.1. Allocated Accounts.** Only Precious Metals in an Allocated Account are available for delivery, and deliveries may only be made to you at your address of record with us. If you wish to take delivery of Precious Metals you have purchased and hold in your Allocated Account, we must receive instructions from you that are acceptable to us. We are not obligated to deliver Precious Metals to you unless all amounts due to us have been paid and the minimum transaction value has been satisfied for the Allocated Account. You acknowledge that our liability to deliver Precious Metals will be discharged by delivering the Precious Metals in accordance with your instructions, subject to the Terms and Conditions set forth herein. We will not be liable or responsible for failures or delays in delivery that are due to government acts, wars, strikes, mechanical failure, unusual market behavior or activity, other "acts of God," or other causes beyond our control. We will also not be liable or responsible for failures or delays attributable to compliance with reporting or other provisions of anti-money laundering or similar laws governing financial transfers.

**7.4.2.2. Unallocated Accounts.** Precious Metals allocated to an Unallocated Account cannot be delivered. However, you may convert your Unallocated Account to an Allocated Account, and Precious Metals in an Allocated Account may then be delivered as described above. See section 7.4.3 on Converting an Unallocated Account in these Metals Select Account Terms and Conditions for details and information on applicable costs.

## 7.4.3. CONVERTING AN UNALLOCATED ACCOUNT

You may convert some or all of the Precious Metals in your Unallocated Account into an Allocated Account at any time, subject to the minimum transaction value for an Allocated Account. In order to convert Precious Metals in your Unallocated Account to an Allocated Account, we will sell the Precious Metals in your Unallocated Account at the then-current Wholesale Price and use the proceeds to purchase Precious Metals in bars or coins, also at the applicable Wholesale Price. On conversion, you will be charged the difference in cost between the Wholesale Price for the purchase of the allocated Precious Metals and the Wholesale Price for the sale of the unallocated Precious Metals. You will not be required to pay a Spread in connection with the sale of the unallocated Precious Metals or the purchase of the allocated Precious Metals. We reserve the right to determine the number and size of the bars or coins purchased. On conversion, you may incur accrued Account Fees applicable to Allocated Accounts.

## 7.4.4. AUTOMATIC PURCHASE PLAN

You may elect to purchase Precious Metals in an Unallocated Account through our Automatic Purchase Plan. As described in the Metals Select Account Fee Schedule and Details, an Unallocated

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Account has a minimum opening funding amount, which we will waive if you set-up an Automatic Purchase Plan, which requires the following:

- (a) you must open an EverBank deposit account to serve as your funding source for the Automatic Purchase Plan;
- (b) you must set-up an automatic purchase of Precious Metals that occurs at least monthly and that is set-up to purchase at least \$100 each month (with the funds coming from the EverBank deposit account serving as your funding source); and
- (c) your automatic purchases must be made timely and consistently.

By setting up an Automatic Purchase Plan, you understand and agree that the price you pay for the Precious Metals each month will vary depending on the then-current Customer Price and that we are under no obligation to attempt to time your acquisition (whether between days or intra-day) in an effort to obtain a better price on your behalf. You further understand and agree that we will acquire the Precious Metals each month at a date and time conducive to our internal operations, without regard to price or market fluctuation. An Automatic Purchase Plan is not appropriate for all people, and EverBank makes no recommendation that an Automatic Purchase Plan is either appropriate or suitable for you.

EverBank reserves the right, without notice, to terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, including but not limited to overdrafts on your EverBank deposit account serving as the funding source or failure to meet the requirements described above. If we terminate your Automatic Purchase Plan or your involvement in the plan at any time, for any reason, then we will provide you notice of the termination, and no additional automatic purchases of Precious Metals will be made, unless you set-up a new Automatic Purchase Plan.

#### 7.4.5. METALS ACCOUNTS

**7.4.5.1. Your Instructions.** We will endeavor to buy or sell on your behalf Precious Metals products in accordance with your reasonable written (including electronic) or oral instructions pursuant to these Metals Select Account Terms and Conditions. We may justifiably rely upon your instructions and you hereby authorize us to act on your instructions as well as the instructions of anyone who represents that he/she has the actual, implied or apparent authority to act on your behalf and who knows your account number. We reserve the right, in our sole judgment and discretion, to refuse to buy or sell for you if your instructions are unreasonable or if we are otherwise unable to comply with your instructions in a commercially reasonable manner.

**7.4.5.2. Confirmation.** Confirmation of each buy order or sell order execution will be sent to you. If you believe that any such confirmation inaccurately describes a transaction, you agree to notify us promptly. The confirmation will be considered correct unless we are notified to the contrary in writing no later than 60 days after the date of the confirmation.

**7.4.5.3. Joint Accounts.** If your Metals Account is a joint account, you acknowledge that you are joint owners of the Metals Account that you have opened in your names with us, and of the Precious Metals described in your account statement. Each of you acknowledges that you have full power, either before or after the death of the other, to take any action with regard to the Metals Account. Upon the death of either, you agree that the balance then remaining in such Metals Account shall be the absolute property of the surviving Account Holder and we are hereby authorized and directed to deal with the surviving Account Holder as sole and absolute owner of the Metals Account.

**7.4.5.4. UCC.** Each asset in your Metals Account will be deemed to be a "financial asset" for purposes of determining the applicability of Article 8 of the UCC. Your Metals Account with us will constitute a "securities account" within the meaning of UCC Section 678.5011. We hold your Metals Account on your behalf and you are entitled to exercise all the rights that comprise your Metals Account. We further acknowledge that we are acting in our capacity as a "securities intermediary" within the meaning of UCC Section 678.1021(1)(m) with respect to your Metals Account and will act in

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accordance with the provisions of UCC Article 8 while acting in such capacity. We agree that we shall not transfer your Metals Account to an account maintained by a third party without your consent. However, your consent will be deemed given if we provide you with 30 days prior written notice of a proposed transfer and you do not object to such transfer in writing during such 30 day period. NOTE: METALS ACCOUNTS DO NOT HOLD AND DO NOT CONSTITUTE "SECURITIES" WITHIN THE MEANING OF THE SECURITIES EXCHANGE ACT OF 1933 OR STATE SECURITIES LAWS.

**7.4.5.5. Statements.** Statements will be available to you not less than quarterly. Statements will be considered correct unless you notify us to the contrary in writing within 60 days after the date of the statement.

**7.4.5.6. Unable to Settle Buy Order.** If you are unable to settle a buy order by reason of your failure to make timely payment for Precious Metals ordered, you authorize us to sell the Precious Metals you purchased and you agree to reimburse us for all costs, losses, penalties, interest, or liabilities incurred as a result of such failure to pay timely.

**7.4.5.7. Assets Held in an IRA.** EverBank's policy is that Metals Account holdings within a Traditional or Roth Individual Retirement Account (IRA) may consist only of gold and silver American Eagle Coins.

**7.4.6. FEES AND OTHER CHARGES**

**7.4.6.1. Allocated Account Fee.** An annual "Account Fee" will be charged for your Allocated Account as stated in the Metals Select Account Fee Schedule. There is no Account Fee for Unallocated Accounts. This Allocated Account Fee will accrue monthly based on the Average Daily Value of your Allocated Account, beginning when your Precious Metals are purchased. The Account Fee will be paid annually, except that if you sell or take delivery of all of the remaining Precious Metals in your Allocated Account, any accrued and unpaid Account Fees will be collected at the time of the sale.

**7.4.6.1.1. How We Calculate the Account Fee.** The Account Fee will be calculated each month by applying a Monthly Periodic Rate to the Average Daily Value of the Precious Metals in your Allocated Account each month. The Monthly Periodic Rate will be 1/12th of the Annual Rate provided below. The Daily Value of your Allocated Account is calculated by multiplying the number of ounces of Precious Metals in the Allocated Account by the end of day Spot Price per ounce applicable to your Precious Metals. The Average Daily Value is calculated each month by adding the Daily Value of the Metals Account for each day of the period and dividing that sum by the number of days in the period. For the purposes of this calculation, the Spot Price will be determined by EverBank using a third party data provider who is in the business of providing this type of data. There is no Account Fee for temporary accounts opened for purposes of immediate delivery of Precious Metals.

**Allocated Account Fees – Annual Rates**

Gold	Silver	Platinum	Palladium
1.5%	2.5%	1.5%	2.0%

**7.4.6.1.2. Annual Payments.** Each year, on or about July 1, we will send to you an invoice reflecting the total Account Fee that has accrued during the prior year. The Account Fee is charged in arrears. If a customer takes delivery or sells their entire position prior to July 1, then the Account Fee is collected at the time of sale/delivery. The accrued Account Fee will be deducted from your linked EverBank U.S. dollar account on the date indicated on your invoice unless you make other payment arrangements with us.

**7.4.6.1.3. Payment on Sale or Delivery.** When you sell or take delivery of all of the Precious Metals in your Allocated Account, any unpaid Account Fees that have accrued become due and payable at the time of sale or delivery request. Unless you make other arrangements for the payment of the fee, we will deduct the accrued Account Fees from your sale proceeds. All Account Fees that are due and payable must be paid before any delivery order will be processed.

EverBank Metals Select products:

Are Not FDIC Insured	Are Not Bank or Government Guaranteed	Are Not Deposits	May Lose Value
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**7.4.6.2. Delivery Fee.** We will assess a Delivery Fee when you request Precious Metals from your Allocated Account to be delivered to you. As described in the Metals Select Account Fee Schedule, the Delivery Fee calculation depends on whether you take immediate delivery of your Precious Metals or if you did not take immediate delivery of your Precious Metals and we have, therefore, stored your Precious Metals. If you take immediate delivery of your Precious Metals order from us, then your Delivery Fee will be calculated as a percentage of your Customer Price. If you did not take immediate delivery of your Precious Metals and we have, therefore, stored those Precious Metals for you, then your Delivery Fee will be calculated as a percentage of what the Customer Price would be if you were purchasing your Precious Metals from us on the date you make your delivery request. The Delivery Fee covers our shipping, insurance and handling costs and is charged as set forth in the Metals Select Account Fee Schedule. The applicable Delivery Fee will be deducted from your linked EverBank U.S. dollar account. If you do not have an EverBank U.S. dollar account with us, then the applicable Delivery Fee must be paid by you in advance of shipping your Precious Metals.

**7.4.7. GENERAL TERMS**

**7.4.7.1.** You hereby grant us a security interest in your Metals Account and entitlement to assets therein to secure any debt you owe to us. You agree to execute such documents as we may require to perfect a security interest in your Metals Account and the entitlement to assets therein, and you grant us a limited power of attorney to sign such documents on your behalf. We may liquidate assets in your Metals Account, close your Metals Account, and/or debit other accounts you have with us in an amount sufficient to pay any amount you owe hereunder. We shall have the right, at any time and without notice, to set off any liability or obligation of you to us and, in furtherance thereof, to convert Precious Metals to United States dollars at the prevailing market price at the time of setoff.

**7.4.7.2.** Neither your EverBank Metals Account nor the assets it contains may be pledged or assigned by you without our prior written consent.

**7.4.7.3.** We reserve the right to change the terms of these Metals Select Account Terms and Conditions upon notification to you. Your continued use of our services will constitute acceptance of those changes. We may monitor and electronically record any conversation between you and us, our employees, and our agents.

**7.4.7.4.** Notwithstanding anything to the contrary in these Metals Select Account Terms and Conditions or the Account Agreement, neither you nor we shall be liable in damages for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond your or our control including, but not limited to, acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. We may close your EverBank Metals Account(s) or convert Precious Metals to United States dollars at any time, if we deem such action prudent, necessary or appropriate, in our sole discretion, in response to acts of God, government restrictions (including, without limitation, the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond our reasonable control. If we do close your EverBank Metals Account(s) or convert the Precious Metals in such Metals Account(s) to United States dollars as described above, we will not have any liability to you resulting from changes in the value of those Precious Metals resulting from the timing of our closing the Metals Account or converting the Precious Metals to United States dollars.

**7.4.7.5.** You understand that we provide no investment advice in connection with your Metals Account nor do we give advice or offer any opinion with respect to the suitability of any transaction in Precious Metals for you. If you request delivery, you acknowledge that once out of our control, the condition, authenticity, and/or integrity of the Precious Metals can no longer be guaranteed by us or our designated Repositories. Precious Metals in your personal possession normally must be physically presented to us at the time you wish to sell it. This may involve a time-consuming delivery process through a commercial shipper, during which time the value of the Precious Metals may change due

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to market fluctuations. Furthermore, we or our Repositories may require that Precious Metals out of their control and re-presented to them be assayed and/or refined by a qualified party to ensure its authenticity, before agreeing either to purchase it or to accept it as an Allocated Account for storage on your behalf. If any assay or refinement is required, it normally will be performed at your expense and may delay completion of the desired sale or transaction. Under these circumstances, you may assume additional price risk, as the market value of the Precious Metals could change significantly during the time in which the required assay or refinement process is being performed.

**7.4.7.6.** Metals Accounts that are inactive for a period of time prescribed by the law in your State of residence may be subject to that State's provisions governing unclaimed property. Although we will endeavor to contact you at the last known address of record to provide notice of unclaimed property, you authorize us to deal with the Precious Metals reflected on your account statement in accordance with the law in you State of residence, which may include selling the Precious Metals in accordance with the terms described in these Metals Select Account Terms and remitting the net proceeds (less any fees, including but not limited to accrued storage fees, if applicable) to the applicable State.

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# GET IN TOUCH

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