

# Online Banking Services and Electronic Fund Transfer Services Disclosures and Agreements



These Online Banking Services and Electronic Fund Transfer Services Disclosures and Agreements apply only to the online banking services used in connection with consumer accounts. The full terms and conditions that govern consumer accounts are described in the Personal Account Terms, Disclosures and Agreements Booklet (the "Booklet"), which has previously been provided and agreed to and can be found on our website.

Any online banking services used in connection with non-consumer accounts are governed by the terms and conditions described in the Business and Non-Personal Account Terms, Disclosures and Agreements Booklet, which has previously been provided and agreed to and can be found on our website.

To register for Online Banking Services (as defined in the Online Banking Services Agreement contained in the terms and conditions booklet applicable to your account(s)), you must acknowledge that you have reviewed the terms and conditions that are applicable to the account or accounts for which you wish to use the Online Banking Services, and that you understand and agree to the terms and conditions concerning use of those Online Banking Services, including any amendments to those terms and conditions or any changes in those terms and conditions that we make from time to time. We reserve the right to accept or decline your request to register for Online Banking Services and to change any terms and conditions related to the Online Banking Services at any time; however, we will notify you of any change to the terms and conditions as required by law. Because you have consented to receive electronic disclosures, we may notify you of changes to the terms and conditions by email or by publication on the EverBank website. You agree that if you continue to use any Online Banking Services after we notify you of any change, you thereby accept the changes and agree to be bound by the new terms and conditions.

The Online Banking Services and Electronic Fund Transfer Services Disclosures and Agreements for consumer accounts only follow.

## 3.4. Online Banking Service Agreement

This Online Banking Service Agreement ("Agreement") explains the terms and conditions governing the online banking services offered by us through our online banking servicing portal. In this Agreement, "us," "our" and "we" means "EverBank" and its current and future affiliates, and "you" and "your" mean the account holder(s) enrolling in Online Banking Services.

All online banking services of any kind whatsoever offered or made available by us (including, but not limited to, bill payment services, electronic funds transfers, receiving and viewing periodic account, tax and pay-off statements, check reordering, and receiving certain other notices, disclosures and correspondence) will be referred to collectively as "Online Banking Services" in this Agreement. "Online Banking" is the service portal that provides online access to your account(s) with us, (including, but not limited to, mortgage loans, consumer loans, credit cards, deposit accounts, and investment accounts).

This Agreement governs the terms of the Online Banking Services we provide through the Online Banking service portal. 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. This Agreement supplements and is part of the terms and conditions of any accounts you may have with us.

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.

### 3.4.1. 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 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 Agreement, as well as any additional, supplemental terms and conditions for the specific Online Banking Service. Such use acknowledges your receipt and understanding of this Agreement and of any additional, supplemental terms and conditions for the specific Online Banking Service. New Online Banking Services may be introduced through Online Banking from time to time. By using these Online Banking 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.

### 3.4.2. 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, including EverBank personnel. Subject to our Web Safety Guarantee and any limitations on liability provided by Regulation E, 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 accessing your account 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 account(s). You agree to notify us immediately, using the contact information found on our website (everbank.com), in the event that your Password is lost, stolen, or otherwise compromised. At any time, you may change your User ID and Password, or you may ask us to disable your User ID or Password and issue a new one to you.

### 3.4.3. Accounts With Multiple Account Holders, Owners, Authorized Signers, Agents Or Users

Each person on an account with multiple account holders, owners, 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 Services. 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 whether or not the Person was authorized. Each Person should have his or her own unique and confidential User ID and Password.

#### **3.4.4. Responsibilities Regarding Funds Transfers**

We are not responsible for any failure to complete a transfer to or from your account(s) if any of the following occurs:

1. through no fault of EverBank, you do not have enough collected funds in your bank account to make the transfer;
2. circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken;
3. there is a hold on your bank account, or if access to your bank account is blocked;
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 account(s) 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;
8. we have received incomplete or inaccurate information from you or a third party involving the bank account or transfer;
9. you become delinquent or file bankruptcy which limits or impacts your access to the Online Banking account(s) to which the transfer applies;
10. you have instructed us to cease communication with you regarding your account(s);
11. we have a reasonable basis for believing that unauthorized use of your User ID, Password or account has occurred or may be occurring or;
12. you default under this Agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement or 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.

#### **3.4.5. Hours Of Operation**

Online Banking is available 24 hours a day, 7 days a week, except during special maintenance periods. For purposes of transactions conducted through Online Banking, every day is a day we are open for business ("Business Day") except Saturdays, Sundays, and federal holidays. Online Banking transaction requests received by us before the deadlines applicable to any Online Banking Service 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 the deadlines applicable to any Online Banking Service.

#### **3.4.6. Indemnification**

You hereby indemnify, and release us, and our affiliates, including our and our affiliates' 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 accounts, 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 claims, damages, injuries, costs, or expenses we incur (including attorney's fees), because we honored or allowed transactions on the account(s) in which you have authorized the person performing the action or transaction to use your accounts, or when you have provided your User ID and Password to that person. 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.

#### **3.4.7. Changes In Terms**

We have the right to modify or terminate this Agreement at any time. When making changes, we will comply with all applicable legal notice requirements. If this Agreement is modified, your continued use of the Online Banking Services will represent your acceptance of the changes. Once this Agreement terminates, we will not allow any additional transactions or Online Banking Services through Online Banking.

#### **3.4.8. Disclosure Of Information To Third Parties**

We will disclose information to third parties about your account(s) or the transfers you make in accordance with our privacy notices.

#### **3.4.9. Inactivity; Termination**

You are responsible for complying with all the terms of this Agreement as well as the terms of your account(s). We may terminate or limit your Online Banking privileges under this Agreement without notice to you if you do not comply with the terms of your account(s) or your account(s) are not maintained in good standing. We may convert your Online Banking account to inactive status if you do not log in to Online Banking for 13 consecutive months. If your Online Banking account is considered inactive, you may need to re-enroll, 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 in writing and provide your name, account number, and the effective date to stop the service.

#### **3.4.10. Electronic Communications**

All communications that we provide to you in electronic form will be delivered either (1) via email or secured messaging, (2) via a mobile software application or website, or (3) by your accessing a website or mobile software application that we will designate in an email, or other electronic notice we send to you at the time the information is available. We will establish security procedures you must follow to access the website or mobile application.

#### **3.4.11. Fees and Charges**

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. Electronic Fund Transfer Disclosures And Agreement

Services are not available for all products.

#### 3.5.1. 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, Zelle® Person-to-Person Money Transfer 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 the Booklet for special rules governing wire transfers. This disclosure does not govern the use of your EverBank Visa Credit Card. Refer to the EverBank Credit Card Terms and Conditions applicable to your credit card for information on credit transactions, including information on your credit billing rights and on your liability for unauthorized use of your credit card for credit transactions.

#### 3.5.2. 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.

#### 3.5.3. Telephone Number And Address

To contact us with a question about an electronic fund transfer, to report an error with an electronic fund transfer, to tell us about an unauthorized transfer, or to tell us that access to your account may no longer be secure, please contact us by calling us at 1.888.882.3837 or writing us at PO Box 44060, Jacksonville, FL 32231.

#### 3.5.4. Types Of Transfers

Subject to transaction limits as described in Limitations on Transfers below, you may use your EverBank account to conduct the following electronic fund transfers.

**3.5.4.1. 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.

**3.5.4.2. 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 and to transfer funds between your account(s) with us. Some of these services may not be available at all terminals.

**3.5.4.3. 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.

**3.5.4.4. 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. These transfers may also be subject to the terms and conditions of a specific transfer service agreement, such as the Online Banking Service Agreement or the External Transfers Terms and Conditions.

**3.5.4.5. 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.

**3.5.4.6. 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.

**3.5.4.7. Telephone Transfers.** You may call us and initiate a transfer of funds from one of your accounts with us to another account with us by using our phone banking center.

#### 3.5.5. Limitations On Transfers

The following transaction limits apply to your electronic fund transfers.

**3.5.5.1. ATM Withdrawals And Transfers By Debit Card.** You may use your Visa Debit Card to make up to \$2,020 in ATM withdrawals per day, \$5,000 in PIN-based transactions per day, and \$5,000 in non-PIN-based transactions per day. ATM and other transactions may also be limited in amount by the ATM owner or merchant.

**3.5.5.2. External Transfers.** You may initiate up to \$250,000 in External Transfers into your EverBank account in the aggregate in a single day, and you may initiate up to \$50,000 in External Transfers out of your EverBank account in the aggregate in a single day using this service. You may conduct up to 20 external transfers per day, subject to a maximum of 10 transfers that pull deposit funds from a linked external account into your account at EverBank and a maximum of 10 transfers that send deposit funds from your account at EverBank to a linked external account, and up to 50 total external transfers per month.

**3.5.5.3. Bill Pay.** Generally, you may complete up to \$15,000 per transaction and per day in Bill Pay transfers. These general limits may be increased or decreased at our sole discretion without advance notice to help ensure the security and integrity of the Bill Pay service. In addition, these limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the Bill Pay service. At our discretion we may refuse to process any transaction that exceeds any of the established limits, in which case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

**3.5.5.4. Zelle.** Generally, on a daily aggregate basis, you may complete up to \$2,000 in Zelle transfers. These general limits may be increased or decreased at our sole discretion without advance notice, except as may be required by law, to help ensure the security and integrity of the Zelle Service. In addition, these limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the Zelle Service. You agree that in our reasonable discretion, we may take appropriate steps to protect ourselves, you, and/or the Zelle Service from fraud and other risks by, among other things, not processing any transaction that exceeds any of the established limits or freezing your account to prohibit Zelle and other transactions, in which case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

**3.5.5.5. Time Deposits (CDs).** You may not make deposits into a CD after it has been opened, and early withdrawal penalties apply.

### 3.5.6. Fees

The following fees apply to your electronic fund transfers.

**3.5.6.1. ATM Transactions.** We do not charge ATM fees. Third-party ATM owner or operator fees may apply. In connection with certain promotions and/or for certain of our accounts, we may provide reimbursements, up to established limits, of such third-party ATM fees.

**3.5.6.2. Expedited Bill Pay.** If you use our bill pay service to request an expedited payment to a third party, there is a fee for that service. The current fee for an expedited payment is \$4.95 if the expedited payment can be completed electronically or \$14.95 if the expedited payment must be made by check. You will be told what the fee is at the time you request this service.

**3.5.6.3. Visa Debit Card International Transaction.** If you use an ATM card or debit card to withdraw cash or make a purchase in a foreign country, we will charge you two percent (2%) of the amount you withdraw once it is converted to U.S. Dollars.

**3.5.6.4. Stop Payment.** If you instruct us to stop payment of an electronic funds transfer that has already been processed, and it is possible for us to attempt to stop the payment, we may charge you a fee of \$25.

### 3.5.7. Statements And Other Documentation

**3.5.7.1. 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.

**3.5.7.2. 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 the Booklet to find out whether or not the deposit has been made.

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

### 3.5.8. Confidentiality

See our Notice of Online Privacy Practices and Consumer Privacy Notice and/or California Privacy Notice (as applicable) available on our website for information on when we may disclose information about you or your account to third parties.

### 3.5.9. Preauthorized Payments

**3.5.9.1. 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 the 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.

**3.5.9.2. 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.

### 3.5.10. 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 us at 1.888.882.3837 or write to us at PO Box 44060, Jacksonville, FL 32231.

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 any amounts in another EverBank account linked through the Overdraft Protection Service, 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.

### **3.5.11. 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.

### **3.5.12. In The Case Of Errors Or Questions About Your Electronic Transfers**

Contact us using the contact information listed above 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 above. 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.

### **3.5.13. ATM Operator And Network Fees**

When you use an ATM, you may be charged a fee by the ATM operator or by any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. In connection with certain promotions and/or for certain of our accounts, we may provide reimbursements, up to established limits, of such third-party ATM fees. If such ATM fee reimbursements are provided to you, you are responsible for any income tax consequences. In the event that your ATM fee reimbursements plus any other miscellaneous income that we paid to you totals \$600 or more in a calendar year, we will report these collectively to the Internal Revenue Service on Form 1099-MISC, in the name of the primary account holder.

## **3.6. Bill Payment And Electronic Bill Presentment Service Terms And Conditions**

The following terms and conditions apply specifically to use of EverBank's Bill Payment Service. 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 is 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 p.m. (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 Electronic Fund Transfer Disclosures and Agreement and 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.** Refer to the Electronic Fund Transfer Disclosures and Agreement. Please note that for security, risk management, or other purposes, we may impose limits on the amount of single payments or aggregate totals that differ from those described in the Electronic Fund Transfer Disclosures and Agreement.

### **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 written notice at least 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 Electronic Fund Transfer Disclosures and Agreement and the 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 PO 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 log in 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 presentment of eBills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment 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.

### **3.7. Zelle® Person-to-Person Money Transfer Service—Terms and Conditions**

#### **3.7.1. Description Of Zelle Services**

We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.” Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### **3.7.2. Eligibility And User Profile**

When you register to use the Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to these Zelle® Person-to-Person Money Transfer Service Terms and Conditions (referred to throughout these terms and conditions as the “Agreement”). This Agreement supplements and is part of your Account Agreement, which includes, without limitation, the Online Banking Service Agreement.

You represent that you have the authority to authorize debits and credits to the registered bank account. You agree that you will not use the Zelle Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Zelle Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Service to send or receive payments in connection with your business or commercial enterprise, or to send payments to or receive any payments from any other business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Zelle Service with your business account or to receive business or commercial payments. We also 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.

We further reserve the right to suspend or terminate your use of the Zelle Service without notice to you for any reason, including but not limited to our belief that you are using the Service for business or commercial purposes, to send payments to or receive payments from any business or commercial enterprise, or for any unlawful purpose.

You agree that, in our sole discretion, at any time, and with no liability to you, we may modify any part of this Agreement or the Zelle Service. We will maintain the most current version of this Agreement on our website for your review at any time. By using the Zelle Service after any such modifications, you agree to those modifications. You may terminate this Agreement with us by notifying us in writing at the contact information included on the back of the Booklet, including your name, account number(s), and the effective date to stop the service.

#### **3.7.3. Consent To Share Personal Information (Including Account Information)**

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

**3.7.3.2. Right To Use Content.** You hereby give us a license to use and verify information, data, materials, or other content (the “Content”) you provide to us for the purpose of providing the Service, subject to the terms of our Notice of Online Privacy Practices and Consumer Privacy Notice and/or California Privacy Notice (as applicable). Without limiting the generality of the foregoing, you understand and agree that we can share information about you with Zelle and any other financial institutions involved with your transfers for purposes of processing your transfers using the Service and resolving any errors, disputes or other processing issues. Information we can share includes the information you provide in our account application, your email address and mobile device telephone number, as well as other information you provide to us about the Service from time to time including updated information.

#### **3.7.4. Privacy And Information Security**

Information about our privacy and information security practices, including our Notice of Online Privacy Practices and Consumer Privacy Notice and/or California Privacy Notice (as applicable) is available on our website.

#### **3.7.5. Wireless Operator Data**

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle’s Privacy Policy which can be found at <https://www.zellepay.com/privacy-policy> for how it treats your data.

#### **3.7.6. Registering For The Zelle Service**

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not register in the Service with a



landline phone number, Google Voice number, or Voice over Internet Protocol. Once registered, you may:

1. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
2. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Zelle Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

### **3.7.7. Consent To Emails And Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile phone number you have registered is (a) surrendered by you, or (b) changed by you.
3. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
5. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Client Solutions Team at 1.888.882.3837. You expressly consent to receipt of a text message to confirm your "STOP" request.
6. Supported Carriers can be verified by contacting our Clients Solutions Team at 1.888.882.3837.
7. Transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to (a) the terms the Account Agreement, including this Agreement, (b) the rules governing the Zelle Network and its participants, and (c) the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third party institution which holds the account.

### **3.7.8. Receiving Money; Money Transfers By Network Banks**

All transfers of money to you through the Zelle Service shall be performed by a Network Bank pursuant to the direction of that Network Bank's customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number registered with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have registered.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. Email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

### **3.7.9. Sending Money; Debits By Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle Service by you shall at all times be subject to (a) this Agreement, (b) the Account Agreement, and (c) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not register, set up an email address or mobile number and accept the transfer within 10 days, the transfer will be cancelled.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

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

### **3.7.10. Liability**

You agree that we can in our sole and absolute discretion at any time and without liability to you: (1) decline to make any transfer that you request; and (2) require additional security and verification steps that we specify to you for us to confirm the validity of certain transfers being requested using the Service. In addition, except as otherwise provided in this Agreement, neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (a) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (b) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED AND ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED.)

YOU UNDERSTAND AND AGREE THAT IF YOU MISTAKENLY SEND FUNDS TO AN INCORRECT EMAIL ADDRESS OR MOBILE NUMBER, THIS DOES NOT CONSTITUTE AN UNAUTHORIZED FUNDS TRANSFER OR ERROR UNDER REGULATION E OR THE RULES. YOU FURTHER UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE AND LIABLE FOR ANY FUNDS THAT YOU SEND USING THE ZELLE SERVICE.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.

### **3.7.11. Send Limits**

Refer to the Electronic Fund Transfer Disclosures and Agreement (the "EFT Agreement"). Please note that for security, risk management, or other purposes, we may impose limits on the amount of single payments or aggregate totals that differ from those described in the EFT Agreement.

### **3.7.12. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### **3.7.13. Electronic Fund Transfer Disclosures And Agreements**

The EFT Agreement provided to you with your Account Agreement or from time to time after you opened your account provides additional terms for the electronic transfers, which include such transfers through the use of this Service. The EFT Agreement includes, among other things, information on reporting of, and liability for, unauthorized electronic fund transfers. Except as modified by these terms and conditions, the terms of the EFT Agreement apply to the transfers you make using this Service.

### **3.7.14. Fees**

There is no fee for sending or receiving a transfer under the Service.

### **3.7.15. Use Of Our Online Banking Services; Termination Of Services**

Your use of the Zelle Service is subject to your Account Agreement, which includes the Online Banking Service Agreement and which is incorporated into and made a part of this Agreement by reference, and you agree to access the Zelle Service in compliance with your Account Agreement. We may, in our sole discretion, terminate your access to the Zelle Service if you do not comply with the terms of your Account Agreement or if your account(s) are not maintained in good standing.

### 3.7.16. Disclaimer Of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### 3.7.17. Limitation Of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (A) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE ZELLE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS, LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

### 3.7.18. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, Zelle, our and its respective owners, directors, officers, agents and its Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of this Agreement.

### 3.7.19. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## 3.8. External Transfers Terms And Conditions

The following terms and conditions apply specifically to use of EverBank's External Transfers Service (the "External Transfers Service" or "Service"), which allows you to move funds between EverBank accounts ("Accounts" or "EverBank Accounts") and validated accounts in your name at another financial institution ("Third-party Accounts"). By using the External Transfers Service you agree to these terms and conditions.

### 3.8.1. General

In order to provide the External Transfers Service, we need your permission to use and verify information available about your Third-party Accounts from other financial institutions' websites. In addition, you must authorize us to act as your agent to originate a funds transfer from another financial institution, ensure the funds are good, and distribute them to your EverBank Account. Once enrolled, you will be able to move funds between EverBank Accounts and Third-party Accounts.

The term "Consumer Account" means an EverBank Account established by an individual primarily for personal, family or household purposes. Certain provisions of this Agreement apply only to Consumer Accounts.

### 3.8.2. Authorization To Use Personal Information To Validate Your Account

**3.8.2.1. Right To Validate Funding Source For Funds Transfers.** To be approved for this Service and before you can move money between your EverBank Account and any Third-party Accounts, your access to Third-party Accounts must be verified. This verification may be accomplished in certain instances by providing to us your user name, password, and/or other login information to access information on your Third-party Accounts through a secure online platform. This verification may also be accomplished through the use of small-dollar credits to your Third-party Account. For these purposes, you authorize us to (a) access your Third-party Accounts through a secure online platform using the login information you have provided to us and/or (b) validate your Third-party Accounts through the use of small random credits to your Third-party Account, which you must then verify to us. You also authorize us to verify the funding source to affect the funds transfers you request. By using the External Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to make such funds transfers or for any other purpose authorized by these terms and conditions, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

**3.8.2.2. Right To Validate Lawful Fund Destination For Funds Transfers.** In addition to obtaining a consumer report (credit report) on you as provided in your Account Agreement, we reserve the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of law, including, but not limited to,

laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

**3.8.2.3. Right To Use Content.** You hereby give us a license to use and verify information, data, materials, or other content (the “Content”) you provide to us for the purpose of providing the Service, subject to the terms of our Notice of Online Privacy Practices and Consumer Privacy Notice and/or California Privacy Notice (as applicable).

### 3.8.3. Our Responsibilities

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

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

We will not be liable if we do not complete a transfer on time or in the correct amount to or from any of your accounts that are not Consumer Accounts.

### 3.8.4. Your Responsibilities

**3.8.4.1. Joint Account Holder Notification And Approval.** By enrolling in and using the Service, you confirm that any joint account holders have consented for you to use your Third-party Accounts and EverBank Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (a) they never consented to your use of the Service, (b) the joint account can no longer be operated on your instructions alone, or (c) they are withdrawing consent for you to operate the joint account.

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

### 3.8.5. Transfer Types And Limitations

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

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

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

**3.8.5.2. Same-Day Transaction.** Transactions made on banking Business Days, Monday-Friday, by 7 p.m. (ET) will be processed on the current Business Day. Transactions made after 7 p.m. (ET) will be conducted on the next Business Day.

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

Availability Example: If an external transfer is initiated in our online banking platform on a Monday that is not a federal holiday and there are no federal holidays that week, funds will be available as follows:

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

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

**3.8.5.4. External Transfers Limitations.** Refer to the Electronic Fund Transfer Disclosures and Agreement. Please note that for security, risk management, or other purposes, we may impose limits on the amount of single payments or aggregate totals that differ from those described in the Electronic Fund Transfer Disclosures and Agreement.

**3.8.5.5. Transaction Authorization.** You understand that to effect your funds transfer instruction we debit one account and credit another account. Only one of the accounts in the transaction will be a Third-party Account. If the debit side fails or is returned for any reason and



cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. To effect this collection, you understand and authorize us to debit the credited account in the same dollar amount as the original funds transfer.

**3.8.5.6. Transfers Subject To The Rules At Depository Institutions.** Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-party Accounts. You agree not to affect any funds transfers from or to a Third-party Account that are not allowed under the rules or regulations applicable to such accounts.

### **3.8.6. Charges And fees**

Refer to the Electronic Fund Transfer Disclosures and Agreement and the Deposit Account Fee Schedule.

### **3.8.7. Insufficient Funds**

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

### **3.8.8. Error Reporting**

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

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

YOU AGREE THAT EVERBANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE THIRD-PARTY ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE THIRD-PARTY ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE THIRD-PARTY ACCOUNTS.

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

### **3.8.9. No Unlawful Or Prohibited Use Of This Service**

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

### **3.8.10. Limitation Of Warranty And Liability**

YOU UNDERSTAND AND AGREE THAT THIS SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THIS SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED FROM YOUR ACCOUNTS OR THAT THIS SERVICE WILL MEET ANY REQUIREMENTS, BE UNINTERRUPTED,

TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THIS SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **3.8.11. Indemnification**

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

### **3.9. 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 the State of Florida's statutes that implement Article 4A of the Uniform Commercial Code.

#### **3.9.1. 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.

#### **3.9.2. 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.

#### **3.9.3. 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.

#### **3.9.4. 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.

#### **3.9.5. 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.

#### **3.9.6. 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.

### **3.9.7. 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.

### **3.9.8. 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.

### **3.9.9. 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.

### **3.9.10. 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.

### **3.9.11. 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.

### **3.9.12. 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.

### **3.9.13. 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.

### 3.10. Mobile Check Deposit Agreement

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

For purposes of this Mobile Deposit 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.

#### 3.10.1. Definitions

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

**3.10.1.1. "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).

**3.10.1.2. "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.

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

**3.10.1.4. "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.

**3.10.1.5. "Check Image"** means an electronic image of an Original Check (including a Substitute Check) created by you in connection with the Service.

**3.10.1.6. "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.

**3.10.1.7. "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.

**3.10.1.8. "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.

**3.10.1.9. "Item"** means a Check or Check Image.

**3.10.1.10. "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).

**3.10.1.11. "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.

**3.10.1.12. "Original Check"** means the first paper Check issued with respect to a particular payment transaction.

**3.10.1.13. "Payor Financial Institution"** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

**3.10.1.14. "Qualifying Account"** means an 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.

**3.10.1.15. "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.



**3.10.1.16. “Service”** means the Mobile Check Deposit Service described in this Mobile Deposit Agreement.

**3.10.1.17. “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.

**3.10.1.18. “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.

**3.10.1.19. “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 Mobile Deposit Agreement and not defined herein are defined in your Account Agreement.

### **3.10.2. Your Account Agreement**

**3.10.2.1. 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 presentment, 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 Mobile Deposit Agreement, all terms and conditions of your Account Agreement apply to the Service and your Checks and Check Images processed through the Service.

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

### **3.10.3. Funds Availability**

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

**3.10.3.2.** 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.

### **3.10.4. Using The Mobile Check Deposit Service**

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

1. have at least one Qualifying Account;
2. have a mobile device with an auto-focus camera;
3. have the EverBank app downloaded onto your mobile device with the appropriate permissions granted; and
4. maintain a valid email address on file with us.

**3.10.4.2. 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 Mobile Deposit 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 capturing the Check Images.

### **3.10.5. Mobile Check Deposit Process**

**3.10.5.1. General.** 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.

**3.10.5.2. Daily And Item Limits.** You may submit to us no more than a total of \$50,000 in Checks per day via this service, 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.

**3.10.5.3. Receipt Of Checks.** You agree that your transmitting of Checks through the Service does not constitute receipt by us. Generally, Check Images transmitted via the Service before 7 p.m. (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 to: EverBank, P O Box 11622, Newark, NJ 07101-9940.

### **3.10.6. Your Obligations**

**3.10.6.1.** 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.

**3.10.6.2.** 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.

**3.10.6.3.** Before you capture an image of your Check, you agree to restrictively endorse the Check as "For Mobile Deposit Only at EverBank," or as otherwise instructed by us.

**3.10.6.4.** After you've sent us the Check Image via the Service and once we receive your Check Image, we will send you an email to confirm our receipt of your Check Image. You agree to stamp or otherwise mark the original Check "Processed," "Deposited," or something similar immediately after you have sent to us each Check via the Service such that the risk of subsequently re-submitting the same Check or re-depositing the Check through some other means is reduced accordingly.

**3.10.6.5.** When 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.

**3.10.6.6.** 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.

**3.10.6.7.** 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.

**3.10.6.8.** 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.

**3.10.6.9.** 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.

**3.10.6.10.** 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 Mobile Deposit 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.

**3.10.6.11.** 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 Mobile Deposit 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 Mobile Deposit Agreement and your Account Agreement for that Check Image even if it was not sent using your User ID and Password.

**3.10.6.12.** You will use the Service only for your own personal, family and household use in accordance with the terms of this Mobile Deposit 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.

### **3.10.7. Our Obligations**

**3.10.7.1.** You understand that Service availability is at all times conditioned upon the corresponding operation and availability of those mobile 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.

**3.10.7.2.** 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.

### **3.10.8. Your Representations And Warranties**

**3.10.8.1.** 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 capturing the image and transmitting it to us via the Service, including an appropriate restrictive endorsement as described above;
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.

**3.10.8.2.** 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.

**3.10.8.3.** 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.

### **3.10.9. 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.

### **3.10.10. Termination**

We reserve the right to terminate this Service or limit your use of the Service at any time and for any reason, with or without cause and without prior notice.

Termination of this Service 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 Mobile Deposit 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.

### **3.10.11. Limitation Of Liability**

**3.10.11.1.** 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 Mobile Deposit 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.

**3.10.11.2.** 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.

**3.10.11.3. 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 Mobile Deposit Agreement.

### **3.10.12. Complete Agreement**

The parties hereto agree that this Mobile Deposit 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 Service, 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 Mobile Deposit Agreement. The parties further agree that this Mobile Deposit 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 Mobile Deposit Agreement or otherwise.

### **3.10.13. Your Security Obligations**

If we inform you that it is necessary for you to implement new or additional security procedures, or alter your mobile software or systems for sending Check Images, 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.

### **3.10.14. 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 Mobile Deposit 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.

### **3.10.15. Change In Terms**

We may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Mobile Deposit 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.