

EverBank Visa® Cardholder Agreement



I005191 (09/23)

This Credit Card Cardholder Agreement (“Agreement”) governs the terms and conditions of your EverBank Credit Card Account (“Account”) issued by EverBank, National Association (“EverBank”). Read this Agreement carefully, and keep it with your records regarding your Account. This Agreement incorporates by reference your card carrier, your Rates and Fees Chart, any future change in terms, and any other documents provided to you in the future.

Definitions

“Account”	“Account” means the credit card account issued to you by EverBank.
“Authorized User”	“Authorized User” means any person that you authorize to use your Account and/or Card, whether you notify us or not.
“Balance Transfer”	“Balance Transfer” means any advance obtained by you on an Account for the purpose of paying all or a portion of the balance of other credit cards or loans, with the exception of loans, lines of credit or outstanding credit card balances issued by EverBank.
“Billing Statement”	“Billing Statement” means the statement that we will send to you on a monthly basis, in accordance with the “Billing Statements” section of this Agreement.
“Business Day”	“Business Day” means every day except Saturdays, Sundays and federal holidays.
“Card”	“Card” means any credit card(s) or other access device that we have issued to you for use with the Account.
“Cash Advance”	“Cash Advance” means a cash advance loan obtained by you from EverBank by the use of your Account, including cash obtained by you at a EverBank automated teller machine (ATM), or an ATM at another financial institution, including use of your Card to obtain foreign currency or for other transactions that we consider to be cash or cash-like.
“Charge”	“Charge” means any amount added to your Account, such as purchases, cash advances, balance transfers, fees and interest charges.
“New Balance”	“New Balance” means the total amount you owe us.
“Penalty APR”	“Penalty APR” means your Annual Percentage Rate based on the Index plus a Penalty Margin.
“Promotional or Introductory Offers”	“Promotional or Introductory Offers” are temporary APRs (Promotional or Introductory Rates) or transaction fees (Promotional or Introductory Fees) that are offered on certain qualifying new transactions for a specified period of time.
“Purchase”	“Purchase” means your purchase of goods or services using the Card or Account number (including, without limitation, Purchases made in person, on the Internet, using your mobile device, through mail order, or over the telephone). Balance Transfers and Cash Advances are not Purchases.
“Rates and Fees Chart”	“Rates and Fees Chart” means the disclosure provided to you when your Account was opened (and any amendments thereto) which describes interest rates, interest charges, and fees applicable to your Account.
“We,” “Us,” “Our,” and “EverBank”	“We,” “Us,” “Our,” and “EverBank” refer to EverBank, National Association, and its agents, authorized representatives, successors, and assignees.
“You” and “Your”	“You” and “Your” mean (a) each applicant and co-applicant for the Account; (b) any person responsible for paying the Account; and (c) any person responsible for complying with this Agreement, including where context requires, your Authorized User(s).

Using your Account

Acceptance of Agreement	You agree that the terms and conditions of this Agreement will govern your Account, the use of your Card, and all credit extended under this Agreement. You also understand and agree that the use of your Account, whether by use of a Card or otherwise, will constitute your acceptance of this Agreement. You agree to be responsible for all charges incurred as described in this Agreement, and that we may amend the Agreement from time to time pursuant to applicable law, including, without limitation, amending the rates, fees, finance charges, or any other Account terms.
Permitted uses	You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.
Credit authorizations	We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card, Check or Account number.

Using your Account *(continued)*

Credit Limit	We will tell you the amount of your Account Credit Limit. You must keep your Account balance below your Account Credit Limit. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower Credit Limit for Cash Advances. We may increase or decrease your Account Credit Limit or your Cash Advance Credit Limit without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.
Authorized Users	You may allow Authorized Users on your Account. We may require certain information about each designated Authorized User. You will be responsible for all charges that an Authorized User makes or allows to be made on your Account, even if you did not approve of such charges. You cannot limit the nature or amount of authority you give to any Authorized User but we may limit their ability to use your Account and/or Card. Authorized Users may also be liable for Account charges where permitted or required by applicable law. You agree that you will provide a copy of this Agreement to any Authorized User. Notice to any Authorized User or liable party will be considered notice to all of you.
Joint Accounts	If your Account is a Joint Account: <ul style="list-style-type: none"> • each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and • any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.
Changes to Your Agreement	The terms and conditions applicable to your Account may vary based on specific eligibility criteria at the time you apply for your Account. We reserve the right to close or modify your Account terms and conditions without prior notice should you no longer meet that criteria (unless required by law). Our standard Account terms and conditions may also vary from time to time based on special Card offers or promotions. Depending on the nature of the change, an amendment to this Agreement may apply to all of your then outstanding unpaid indebtedness on your Account. If required by law, we will send notices of these changes.

Annual Percentage Rates (“APRs”) *(See your Rates and Fees Chart for the APRs that apply to your Account)*

Variable APRs	The Annual Percentage Rates for Purchases, Cash Advances and Balance Transfers are variable rates that may change monthly. We calculate your Annual Percentage Rates by applying an “Index” to a Margin. The Index applicable to any Billing Cycle is the highest domestic Prime Rate published in the “Money Rates” section of The Wall Street Journal (eastern edition) on the 15th day (or preceding “business day,” if the 15th is not a business day) of the calendar month immediately prior to the month in which the Billing Cycle begins. If the Wall Street Journal does not publish such a rate that day, we will use another publication or use a comparable method in our sole discretion. Any change in the Prime Rate will take effect on the first day of the Billing Cycle. The current Index, Margins, Monthly Periodic Rates and Annual Percentage Rates for our Card Accounts are generally published on our website. For specific terms and conditions applicable to your Account, log in to your Account online or refer to your Billing Statements.
Penalty APR	If we haven’t received your Total Minimum Payment Due within 60 days after the Payment Due Date, we apply a Penalty APR to both existing balances and new transactions. We may elect to set different Penalty APRs for Purchases, Balance Transfers, and Cash Advances. If you make six (6) consecutive Minimum Payments by the Payment Due Date, beginning with the first payment due after the Penalty APR is assessed, we will remove the Penalty APR from your Account and calculate your Purchase, Cash Advance and Balance Transfer Interest Charges using the applicable standard APRs for your Account. If you do not make the six (6) consecutive payments as described above, the Penalty APR may continue to apply indefinitely.
Promotional rates and fees	Each Promotional or Introductory Offer will be assigned a unique Plan Name which will appear on your credit card statement after the first qualified new transaction for that Offer.
Protected balance rates	When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

Interest charges

How we calculate interest charges—Average Daily Balance Method (including new purchases)	We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the “Average Daily Balance of Purchases” on the Account (including New Purchases for which you do not have a grace period). To get the Average Daily Balance of Purchases, we take the beginning balance of Purchases on the Account each day; add any New Purchases (except as described below) posted to your Account on that day; and subtract unpaid interest or other finance charges and any payments or credits and unpaid membership, late-payment, returned check, and other similar fees. This gives us the Daily Balance of Purchases. Then we add together all of these Daily Balances of Purchases for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases. However, if you paid the full amount of the New Balance shown on your last Billing Statement by the Payment Due Date shown on that Billing Statement, or if you had no balance or a credit balance on your last Billing Statement, New Purchases will be excluded from the Average Daily Balance of Purchases.
How we calculate interest charges—Average Daily Balance Method (including new balance transfers)	We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the “Average Daily Balance of Balance Transfers” on the Account. To get the Average Daily Balance of Balance Transfers, we take the beginning balance of Balance Transfers on the Account each day; add any new Balance Transfers posted to your Account on that day; and subtract unpaid interest or other finance charges and any payments or credits and unpaid membership fees, late-payment, returned check, and other similar fees. This gives us the Daily Balance of Balance Transfers. Then we add together all of these Daily Balances of Balance Transfers for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Balance Transfers.
How we calculate interest charges—Average Daily Balance Method (including new cash advances)	We calculate a portion of your Interest Charge on the Account by applying a Monthly Periodic Rate to the “Average Daily Balance of Cash Advances” on the Account. To get the Average Daily Balance of Cash Advances, we take the beginning balance of Cash Advances on the Account each day; add any new Cash Advances posted to your Account on that day; and subtract unpaid interest or other finance charges and any payments or credits and unpaid membership fees, late-payment, returned check, and other similar fees. This gives us the Daily Balance of Cash Advances. Then, we add together all of these Daily Balances of Cash Advances for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.
Paying interest	<p>We calculate the Interest Charges separately for Cash Advances, Balance Transfers and Purchases. We will begin charging interest on Cash Advances and Balance Transfers on the posting date. That means that you will pay an Interest Charge on all Cash Advances or Balance Transfers from the date they are posted to your Account until paid in full. Unless a special promotional offer applies, there is no grace period or period within which you may repay Cash Advances or Balance Transfers in order to avoid an Interest Charge. You will pay an Interest Charge on Purchases from the date they are posted to your Account until paid in full, unless the Purchase is subject to a grace period. There is a grace period during which no Interest Charge will be imposed on Purchases. Purchase transactions appearing on your current Billing Statement (“New Purchases”) will not be subject to an Interest Charge if:</p> <ol style="list-style-type: none"> 1. You paid the New Balance reflected on your prior Billing Statement in full by the Payment Due Date shown on that Billing Statement (or if you had no balance or a credit balance at the end of that prior Billing Cycle) and 2. You also pay the New Balance shown on the current Billing Statement (the statement reflecting the New Purchase) in full by the Payment Due Date reflected on the current Billing Statement. If you do not satisfy condition 1 above, the New Purchases will be subject to an Interest Charge from the day it is posted to your Account. <p>If you satisfy condition 1 above but do not satisfy condition 2 above, New Purchases will be subject to an Interest Charge from the Payment Due Date until paid in full.</p>

Fees and International Transactions *(See your Rates and Fees Chart for additional fees)*

Late fee	We may charge you a late fee if we do not receive your payment as instructed on your Billing Statement by the payment due date.
Returned payment fee	We may charge you a fee if your financial institution rejects your payment for any reason.
Additional copies of Billing Statements or transaction reports	You may obtain a copy of a Billing Statement for \$3.00 per copy. You may obtain a copy of a transaction report for a fee of \$2.00 per copy.
International Transactions	You may choose to use your credit card in a foreign country (an “International Transaction”). Your International Transaction will be converted into U.S. dollars by a third party processor based on the exchange rate in effect at the time the transaction is processed. Returned or exchanged International Transactions will use an exchange rate on the day of return or exchange. We will charge you an International Transaction Service Fee. If you are planning on using your Card in a foreign country, please let us know in advance. Otherwise, it is possible that your International Transactions may be delayed or declined.

Making payments

Minimum Payment due	You must make at least the Total Minimum Payment Due reflected on your Billing Statement. If the New Balance shown on your monthly Billing Statement is less than \$25.00, your Total Minimum Payment Due will be the New Balance. You may pay down balances faster by paying more than the Minimum Payment or the total unpaid balance on your Account.
How we apply payments	<p>Except as otherwise required by applicable law, if you pay more than your Total Minimum Payment Due, but less than the New Balance on your Account, we will apply the amount in excess to those balances on your Account that have the highest Annual Percentage Rate. Any remaining portion of your payment amount will then be applied to your other balances in descending order based on the applicable Annual Percentage Rate.</p> <p>We can accept late payments, partial payments or conditional checks or money orders or any checks or money orders marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement. If you pay us with a check or similar instrument that has notations or instructions on or with the check, you agree that (a) we may disregard the notations or instructions, and (b) we may credit any payment we receive to your Account, and our crediting of that payment will not mean that we have agreed to the notations or instructions on or with that payment.</p>
Credit balance	We may reject and return any payment that adds to a credit balance on your Account. Any credit balance we allow will not be available until we can confirm that your payment has cleared. You may request a refund of any credit balance by writing to the address provided on your Billing Statement or calling Customer Service. If you do not request a refund, we will apply any credit balance to new charges on your account. If a credit balance remains on your account for 3 months and the amount is \$200 or less, we will automatically refund it to you. If your credit balance exceeds \$200, please call Customer Service to request the refund.
Monthly payment modifications	We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions will accrue on your account balances unless we notify you otherwise in writing. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee unless we notify you otherwise in writing. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.
Payment instructions	You must make payments following the instructions on your billing statement, including check, money order or via automatic debit drawn on a Bank located in the U.S. Payments received after 5 p.m. (ET) or at any time on any non-Business Day will be considered as payments made on the following Business Day. If we do not receive your payment by the Payment Due Date on your Billing Statement it will be considered late and we may assess you a Late Fee. However, if your Payment Due Date is on a day that we do not receive or accept payments (such as a federal holiday), we will not consider payments received the following Business Day to be late. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay of up to five (5) days in crediting the payment to your Account.

Default, Closing, or Suspending Your Account

Default	<p>You will be in "Default" if:</p> <ul style="list-style-type: none"> • You fail to make the Total Minimum Payment Due on your Account by the Payment Due Date; • You have a returned payment; • You exceed a Credit Limit; • We determine that you made a false, misleading or incomplete statement to us, or you otherwise tried to defraud us; • You file for bankruptcy or some other insolvency proceeding is filed by or against you; or • You violate the terms of this Agreement or any other agreement with us in any other way. <p>If you are in Default, we may take certain actions with respect to your Account. Depending on the Default, we may, at our option, do any or all of the following:</p> <ul style="list-style-type: none"> • Charge you fees; • Increase your Interest Charges and Annual Percentage Rate and as described in the Penalty APR section of this Agreement; • Declare all amounts you owe us to be immediately due and payable; • Exercise security interests you agree to provide us (if applicable); • Reduce your Credit Limit; • Report your Account to the credit bureaus; • Suspend your Account privileges; • Close your account; • Begin collection activities; • Require the return of all Cards; and/or • File a lawsuit against you or pursue other action that is not prohibited by law.
Collection costs	<p>If your Account is in Default, pursuant to applicable law, you agree to pay all court and collection costs we actually incur in the collection of amounts you owe us under this Agreement and, in the event we refer your Account to an attorney who is not our salaried employee, you agree to pay the attorney's charges in a reasonable amount.</p>
Cancellation of your account	<ul style="list-style-type: none"> • You may close your Account at any time by notifying us in writing as noted on your Billing Statement. If your Account is a Joint Account, any one of you may close the Account at any time. We will immediately cancel your Account after we receive notice and you agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of such cancellation. • We may close your Account if you or we close your EverBank accounts, as allowed by law. In addition, if the APRs, benefits or other features associated with your Account vary based on specific eligibility criteria that you no longer meet, we reserve the right to close your Account or modify your Account terms and conditions accordingly without prior notice to you (unless required by law). • We may close your Account; cancel or suspend your privileges to make Purchases or Balance Transfers or to obtain Cash Advances; or otherwise cancel or suspend any Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law. • If either you or we close your Account you may not make further Purchases or Balance Transfers or obtain further Cash Advances. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Account prior to or subsequent to cancellation) and any other amounts owed to us. When your account is closed, you must contact anyone authorized to charge transactions to your account. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

Account Information and Communications

Obtaining credit information	<p>You authorize us to make any credit, employment or other investigative inquiries we require in connection with our determination to open, renew, update, maintain or collect on your Account.</p>
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Account Information and Communications *(continued)*

Furnishing information to consumer-reporting agencies	<p>WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULT ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT. IN ADDITION, AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.</p> <p>If you believe that we have furnished any inaccurate information relating to your Account to any consumer-reporting agency, you may notify us at the following address: EverBank, Customer Service, Attention: TA-74, PO Box 31535, Tampa, FL 33631-3535. To help us respond to your notification, you must include your Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the following address and toll-free number:</p> <ul style="list-style-type: none"> • Equifax, PO Box 740241, Atlanta, GA 30374, 1.800.685.1111 • Experian, PO Box 2002, Allen, TX 75013, 1.888.397.3742 • TransUnion, PO Box 1000, Chester, PA 19022, 1.800.916.8800
Telephone and email communications with you	<p>You agree that we may monitor, record, and share our telephone calls with you for quality assurance and compliance purposes. You also agree that EverBank or any company acting on its behalf may call or text you for account-related purposes at any number you provide, now or in the future, including through the use of an automatic telephone dialing system or prerecorded message, regardless of whether you incur charges as a result.</p>
Our Privacy Policy	<p>We provide a copy of our Consumer Privacy Notice at the time your Account is established, upon request, whenever EverBank changes its information sharing practices, or as otherwise required by law.</p>

Other important information

Merchant disputes	<p>We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card except as summarized in the "Your Billing Rights" section below. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant. If we permit you to write checks on your Account, we are not responsible for refusal by any merchant to honor or accept such checks, and we have no responsibility for merchandise or services obtained by you with such checks. In addition, we will not be liable to you for any harm or damages you suffer as a result of our failure to honor any check you write on your Account.</p>
Visa Account Updater	<p>Your card is automatically enrolled in Visa Account Updater (VAU), an automatic account updating service provided by Visa. When your card expires, or is lost or stolen, and a new card is issued, the service may update relevant card data to participating merchants in an effort to facilitate uninterrupted processing of your charges. Because not all merchants subscribe to the VAU Service, you should notify each merchant of your new card number and/or expiration date to ensure your payments continue uninterrupted. You may opt-out of the VAU service anytime by contacting us at 1.800.738.2615.</p>
Lost/stolen cards/unauthorized use	<p>You agree to notify us immediately upon learning of the loss, theft, or unauthorized use by a third party of the Card or Account. You may notify us by calling 1.800.738.2615 (or from outside the United States, by calling collect to 1.727.570.4881), or otherwise contacting Customer Service. Include your account number when you contact us. In these instances, your liability for unauthorized use will not exceed \$50.00, unless otherwise allowed under applicable law. If we reimburse you, you will help us investigate the use of the card by providing any requested documentation.</p>
Governing law	<p>This Agreement is subject to applicable federal laws and the laws of the State of Florida. If any provision of this Agreement conflicts with applicable law, that provision shall be considered modified to comply with such law while the remaining provisions remain enforceable.</p>
Severability	<p>If any part of this Agreement is found to be invalid, the rest of the Agreement will remain in effect.</p>
Enforcing this Agreement	<p>We may delay or waive enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights without losing the right to enforce those rights in the future.</p>
Assignments or transfers	<p>Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations shall be binding upon your estate or personal representatives. We may sell your Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.</p>
State disclosures	<p>All provisions of this agreement are valid, enforceable and applicable in New Jersey.</p>

Military borrowers

Military Lending Act Notice

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

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

Your billing rights

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.

What to do if you find a mistake on your statement

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

EverBank Customer Service
Attention: TA-74
PO Box 31535 Tampa, FL 33631-3535

You may also contact us via email at support@everbank.com

In your letter, give us the following information:

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

What to do if you find a mistake on your statement

You must contact us:

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

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

What will happen after we receive your letter

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

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

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
- If you receive our explanation but still believe your Billing Statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your Billing Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your Billing Statement is correct.

Your billing rights *(continued)*

Your rights if you are dissatisfied with your credit card purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: EverBank Customer Service Attention: TA-74 P.O. Box 31535 Tampa, FL 33631-3535. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.
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Rewards Program Terms and Conditions



1005189 (09/23)

1.1. General

These Rewards Program Terms and Conditions (the "Rewards Program Agreement") govern EverBank's credit card rewards program, which includes the Points Rewards Program (the "Points Program") and the Cash Back Rewards Program (the "Cash Back Program") (collectively, the "Rewards Program") and is administered by FIS through its ScoreCard® Rewards service. The Rewards Program enables a Participant to enroll in either the Points Program or the Cash Back Program, but not both, for each Card Account. The Participant will earn either Points in the Points Program or Cash Back Credit in the Cash Back Program, when using his/her Card to make Eligible Purchases. Not all purchases or amounts charged to a Participant's Card will be deemed an Eligible Purchase, as further explained below. The Participant can then redeem earned Points or Cash Back Credit for Rewards made available through Reward Providers on the ScoreCard Rewards website (everbank.com/rewards).

If you enroll in the Rewards Program, this Rewards Program Agreement is incorporated into and part of the Cardholder Agreement governing your Card Account, and you agree to be bound by the terms of this Rewards Program Agreement, and any subsequent amendments thereto. If a discrepancy or inconsistency is determined to exist between the terms, conditions and other provisions of this Rewards Program Agreement and the terms, conditions and other provisions of the Cardholder Agreement, then this Rewards Program Agreement shall control with respect to the Rewards Program, but only to the extent necessary to address the discrepancy or inconsistency.

EverBank, National Association ("EverBank") and FIS are not affiliates. EverBank issues and administers all Cards and the associated Card Accounts, which may be subject to fees and charges in accordance with the applicable Cardholder Agreement. FIS manages and administers the Rewards Program. EverBank is not responsible for managing or administering the Rewards Program, or providing services under the Rewards Program. EverBank will not be responsible for errors or omissions in any Rewards Program documents.

The foregoing is only a broad overview; the details of the Rewards Program are further explained below. Read this Rewards Program Agreement carefully, and keep it with your records regarding your Account.

1.2. General terms for the rewards program agreement

1.2.1. Definitions and meanings

1.2.1.1. "Business" means any party that opens a Business Account with EverBank.

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

1.2.1.3. "Card" and "Credit Card" means the access device issued to you by EverBank for use with the Card Account.

1.2.1.4. "Card Account" means the credit card account issued to you by EverBank. If we issue a Card Account for personal, family, or household purposes (a "Consumer Card Account"), it is held by a person or jointly by two or more persons. If we issue a Card Account for business purposes (meaning not for personal, family or household purposes, a "Business Card Account"), it is held by a Business. Except as otherwise stated in this Rewards Program Agreement, when we use the term "Card Account," we mean both Consumer Card Accounts and Business Card Accounts.

1.2.1.5. "Cardholder" means a person that has been issued a Card, including co-applicants on the Card Account and Authorized Users (as defined in your Cardholder Agreement). In the case of Business Card Accounts, the Business will designate certain of its Representatives (as defined in your Cardholder Agreement) as Cardholders.

1.2.1.6. "Cardholder Agreement" means the agreement between EverBank and a Cardholder that governs a Cardholder's use of the Card and his/her access to and use of the Card Account. For Consumer Card Accounts, this means the Credit Card Cardholder Agreement. For Business Card Accounts, this means the Commercial Card Program Agreement, and for each Business Card Account Cardholder, the Commercial Cardholder Agreement.

1.2.1.7. "Cash Back Credit" means the numeric figure representing a value of Eligible Purchases which may be redeemed by a Participant for Cash Rebate Rewards in the Cash Back Program. Except as otherwise stated in this Rewards Program Agreement, all references to Cash Back Credit include Bonus Cash Back Credit (as defined in Section 1.4.2 below).

1.2.1.8. "Cash Rebate Reward(s)" means a cash rebate that a Participant may acquire in exchange for Cash Back Credit. A Cash Rebate Reward is the only reward available to Participants of the Cash Back Program.

1.2.1.9. "Eligible Purchase(s)" means transactions for the purchase of qualifying goods and services, less any credits or adjustments, using your Card and by which Points or Cash Back Credit may be earned. Except as otherwise stated in this Rewards Program Agreement, all references to Eligible Purchases include Eligible Gas, Grocery and Wholesale Club Purchases (as defined in Section 1.4.1.2 below) and Eligible Bonus Purchases (as defined in Section 1.4.2 below). The following transactions are not considered "Eligible Purchases":

- Cash Advances made through ATM withdrawals, except as otherwise permitted in special promotional offers;
- Balance Transfers or convenience checks, except as otherwise permitted in special promotional offers;
- Any fees and Card-related charges posted to a Card Account, including, without limitation, annual fees, ATM fees, balance transfer fees, cash advance fees, over-the-limit fees, finance charges, foreign currency fees, and other Card Account usage fees as outlined in the applicable Cardholder Agreement or this Rewards Program Agreement;
- Any legal or illegal gaming-related transactions, including, without limitation, the purchase of gambling chips, off-track wagers, or Lottery transactions;
- Any transaction that would violate any federal, state, or local law ("Illegal Transactions");
- Any municipal, state or federal tax payments made using a Card, other than the amount of sales tax charged on an Eligible Purchase; or
- Any transactions made using a Card that are later disputed by a Cardholder as unauthorized or fraudulent.

- "Quasi-cash transactions" such as using your Card for money orders, traveler's checks, foreign currency, and any other items that serve as cash or are convertible to cash

1.2.1.10. "Good Standing" means a Card Account that is not closed, delinquent or otherwise in default under the terms of the applicable Cardholder Agreement and that is otherwise available for use as a payment method.

1.2.1.11. "Participant" means a person or Business that has enrolled in the Rewards Program in accordance with the terms of the "Enrollment in the Rewards Program" section below. In the case of (a) Consumer Card Accounts and (b) Business Card Accounts where the Business has elected the Individual Bill Option, a Participant could be any or all Cardholders, as defined above. In the case of Business Card Accounts where the Business has elected the Corporate Bill Option, the Participant is the Business.

1.2.1.12. "Participating Retailer(s)" are those retailers identified in ScoreCard's ScoreMore Program, from whom Participants can make Eligible Bonus Purchases to earn Bonus Points or Bonus Cash Back Credit.

1.2.1.13. "Point(s)" means a numeric figure representing a value of Eligible Purchases that may be redeemed by a Participant for Rewards in the Points Program. Except as otherwise stated in this Rewards Program Agreement, all references to Points include Bonus Points (as defined in Section 1.4.2 below).

1.2.1.14. "Reward(s)" means any items, goods, or services listed in the rewards catalog on the ScoreCard Rewards website that a Participant may acquire in exchange for Points or Cash Back Credit. Except as otherwise stated in this Rewards Program Agreement, all references to Rewards include Cash Rebate Rewards.

1.2.1.15. "Rewards Account" means the account that a Participant creates on the ScoreCard Rewards website, where the Participant can access information about their participation in the Rewards Program, including the Participant's current Points or Cash Back Credit balance.

1.2.1.16. "Reward Provider(s)" means any entity or individual that provides a Reward, including, without limitation, those listed on the ScoreCard Rewards website, and who are subject to change.

1.2.1.17. "We," "Us," "Our," or "EverBank" refer to EverBank, National Association, and its agents, authorized representatives, successors, and assignees.

1.2.1.18. "You" and "Your" mean the Participant.

1.3. Enrollment in the rewards program

1.3.1. Consumer card accounts

A person will enroll in the Rewards Program when applying for a Card Account. During enrollment, the applicant will select either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. For a Card Account held jointly by two or more persons (a "Joint Card Account") and/or having a person designated as an Authorized User, all such persons will be considered Participants in the Rewards Program, will share the same Rewards Account, and will be bound by the terms of this Rewards Program Agreement.

1.3.2. Business card accounts

Business enrollment in the Rewards Program may be at the individual level or at the corporate level depending on the billing option selected when applying for a Business Card Account. Enrollment can also be accomplished by calling the toll-free number on the back of the Card.

1.3.2.1. Individual bill option. If a Business selects the "Individual Bill Option" when applying for a Card Account, then each Cardholder designated by the Business will be issued a sub-account that represents a portion of the total credit limit extended to the Business (a "Sub-Account"), and will receive a periodic statement listing only the transactions made with the Card issued to that Cardholder. In this instance, each Cardholder has the option to enroll in the Rewards Program, selecting either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. Those Cardholders that enroll in the Rewards Program will be considered Participants in the Rewards Program and will each have a separate Rewards Account where they will individually earn and redeem Points or Cash Back Credit under the terms of this Rewards Program Agreement, depending on the program option they selected.

1.3.2.2. Corporate bill option. If a Business selects the "Corporate Bill Option" when applying for a Card Account, then the Business will receive a single master periodic statement listing the transactions made by all Cardholders designated by the Business. In this instance, the Business has the option to enroll in the Rewards Program, selecting either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. If the Business enrolls in the Rewards Program, then the Business will be considered a Participant in the Rewards Program with its own Rewards Account, and it will earn and redeem Points or Cash Back Credit under the terms of this Rewards Program Agreement, depending on the program option it selected.

1.4. Earning points and cash back credit in the rewards program

1.4.1. Earning points and cash back credit other than bonus points and bonus cash back credit

1.4.1.1. Business card accounts. For Business Card Accounts that opt for the Individual Bill Option, each Cardholder Participant will earn either one (1) Point for every one U.S. dollar (\$1) spent on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Points Program, or 1% Cash Back Credit for every one U.S. dollar (\$1) spent on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Cash Back Program. For Business Card Accounts that opt for the Corporate Bill Option, the Business Participant will earn either one (1) Point for every one U.S. dollar (\$1) each designated Cardholder spends on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Points Program, or 1% Cash Back Credit for every one U.S. dollar (\$1) each designated Cardholder spends on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Cash Back Program.

1.4.1.2. Consumer card accounts. For Consumer Card Accounts, the amount of Points or Cash Back Credit earned by a Participant will be determined by (1) the type of Eligible Purchase being made with the Card, and (2) the dollar value of the Eligible Purchase, as shown in the chart below. The dollar amount of each Eligible Purchase will be rounded up or down to the nearest dollar to determine Points or Cash Back Credit earned.

Type of Purchase*	Points Program	Cash Back Program
Eligible Gas and Grocery Purchase	3 Points/\$1 spent	3% Cash Back Credit/\$1 spent
Eligible Wholesale Club Purchase	2 Points/\$1 spent	2% Cash Back Credit/\$1 spent
All other Eligible Purchases	1 Point/\$1 spent	1% Cash Back Credit/\$1 spent

* Eligible Gas Purchases are Eligible Purchases made at qualifying gas and fuel merchants whose primary line of business is the sale of automotive gasoline and/or fuel that can be purchased at gas or service stations, boat marinas and fuel dealers. Purchases made at merchants whose primary line of business is not the sale of automotive gasoline or fuel do not qualify. Eligible Grocery Purchases are Eligible Purchases made at qualifying grocery stores, which may include supermarkets, meat lockers, and bakeries. Eligible Wholesale Club Purchases are Eligible Purchases made at qualifying wholesale club stores. Purchases made at superstores and at smaller stores, such as convenience stores and drugstores, where the primary line of business is not the sale of groceries or wholesale club items, do not qualify. Merchants have specific merchant category codes (MCCs) based on that merchant's primary line of business. We group similar MCCs into the above-referenced categories to help you earn the stated Points or Cash Back Credit. You will be awarded the Points or Cash Back Credit stated in the chart in accordance with the MCC that a merchant chooses to classify themselves as.

EverBank makes every effort to include all relevant merchant codes in its rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category. Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.

1.4.2. Earning bonus points and bonus cash back credit through participating retailers

"Bonus Points" and "Bonus Cash Back Credit" are Points and Cash Back Credit a Participant earns by making an Eligible Bonus Purchase. An "Eligible Bonus Purchase" is an Eligible Purchase with the additional conditions that the purchase transaction be made with a Participating Retailer and that it meet all of the conditions or qualifications as described in the offer or promotion listed in ScoreCard's ScoreMore program. As further described below, Eligible Bonus Purchases may take place (1) online via a link to the Participating Retailer's website made available through the ScoreCard's ScoreMore Program or (2) in-store. Unless otherwise stated, all terms of the Rewards Program apply to earning Bonus Points and Bonus Cash Back Credit. Participating Retailers and offers are subject to change, cancellation or removal at any time, without notice, even if such a change impacts your ability to qualify for Bonus Points or Bonus Cash Back Credit. The awarding of Bonus Points or Bonus Cash Back Credit for Eligible Bonus Purchases is subject to the continuing participation of the Participating Retailers which may change at any time, without notice to you. Notwithstanding Section 1.4.1 above, the amount of Bonus Points or Bonus Cash Back Credit awarded for making Eligible Bonus Purchases at Participating Retailers will be specified in ScoreCard's ScoreMore Program. No other offers, coupons or discount codes, other than those offered by ScoreCard's ScoreMore Program, may be used in conjunction with an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit. Once awarded, Bonus Points or Bonus Cash Back Credit will be automatically added to your Points or Cash Back Credit balance in your Rewards Account and will be subject to this Rewards Agreement and the redemption options outlined in Section 1.5. Taxes, fees, and shipping/handling charges are not considered part of an Eligible Bonus Purchase and therefore will not earn you Bonus Points or Bonus Cash Back Credit. Please contact the ScoreCard Rewards program headquarters at 1.800.854.0790 if you do not receive your Bonus Points or Bonus Cash Back Credit for Eligible Bonus Purchases within 30 Business Days. Any ability to claim non-receipt of Bonus Points or Bonus Cash Back Credit for an Eligible Bonus Purchase is considered waived by you if not received within 90 Business Days of the Eligible Bonus Purchase.

1.4.2.1. Online eligible bonus purchases. To make an Eligible Bonus Purchase online, you must be signed into your Rewards Account and navigate to the "Online Offers" page of the ScoreMore Program. PLEASE NOTE: You must access the Participating Retailer's website via the "Shop Now" link provided on the ScoreMore Program page and meet any other qualifications as prescribed in the offer in order for the purchase to be deemed an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit. Purchases made by directly navigating to a Participating Retailer's website will not qualify as an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit, although they could qualify for standard Points or Cash Back Credit so long as the purchase is deemed an Eligible Purchase. Bonus Points or Bonus Cash Back Credit is generally awarded within 30 Business Days of the Bonus Eligible Purchase transaction posting; however, some offers may require additional processing time. When making an Eligible Bonus Purchase for travel, the Bonus Points are awarded when the travel is completed.

1.4.2.2. In-store eligible bonus purchases. To make an Eligible Bonus Purchase in-store, you must visit a Participating Retailer's store and make a purchase in-store. A list of Participating Retailers that offer Bonus Points or Bonus Cash Back Credit for in-store purchases can be found by logging into your Rewards Account and navigating to the "In-Store Offers" page of the ScoreMore Program. PLEASE NOTE: Some in-store offers are exclusive to specific locations of the Participating Retailer and/or may require you to "activate" the offer online prior to making a purchase in-store. Read the offer details and follow all directions carefully, as prescribed on the ScoreMore Program page, to ensure you meet all conditions and/or qualifications to earn the Bonus Points or Bonus Cash Back Credit. If all conditions are not met, you may still qualify for standard Points or Cash Back Credit so long as the purchase is an Eligible Purchase. Bonus Points or Bonus Cash Back Credit is generally awarded within seven (7) Business Days of the Bonus Eligible Purchase transaction posting; however, some offers may require additional processing time.

1.5. Redeeming points and cash back credit in the rewards program

1.5.1. Redeeming cash back credit for cash rebate rewards

1.5.1.1. Generally. Earned Cash Back Credit can only be redeemed for Cash Rebate Rewards made available through the ScoreCard Rewards website. Cash Back Credits cannot be exchanged or used with any other offer, promotion or discount, and cannot be transferred to or from any other credit/debit card, account or rewards program, unless specified otherwise. A sufficient amount of Cash Back Credit must be available in your Rewards Account to redeem the Cash Rebate Reward that you want, and in the event you redeem unearned Cash Back Credits, your Card Account may be charged for the actual difference between the Cash Rebate Reward redeemed and the value of the actual Cash Back Credit that was available at the time of redemption. There are two (2) methods by which a Participant can redeem Cash Back Credit:

1.5.1.2. Automatic redemption. By default, a Participant's earned Cash Back Credit will be automatically redeemed for a Cash Rebate Reward credited to the Card Account at the beginning of each month. A Cash Rebate Reward credited to your Card Account is posted as a statement credit and not a payment, so you must continue to make your minimum monthly payments as reflected on your billing statements.

1.5.1.3. Manual redemption. Instead of automatic redemption, a Participant may choose to manually redeem Cash Back Credit for a Cash Rebate Reward either credited to the Card Account or deposited electronically (ACH) into a deposit account at a financial institution of their choosing. For a Joint Card Account or a Card Account with a designated Authorized User, Cash Back Credit may be manually redeemed by any Participant regardless of which Participant made the Eligible Purchases. Manually redeeming Cash Back Credit will generally cause the Cash Rebate Reward to be credited to the Card Account sooner than if the Participant had waited for the automatic redemption described above. To manually redeem Cash Back Credit, you must be signed in to your Rewards Account, where you will find the sum total of your Cash Back Credit earned, less any adjustments that we may make from time to time in accordance with this Rewards Program Agreement, and follow the instructions for manual redemption of your Cash Back Credit. The Cash Back Credit redemption levels required to receive Cash Rebate Rewards will be found on the ScoreCard Rewards website, and are subject to change without notice. A Cash Rebate Reward credited to your Card Account or deposited into another EverBank deposit account should post within 5-7 Business Days. A Cash Rebate Reward credited to your Card Account is posted as a statement credit and not a payment. You must continue to make your minimum monthly payments as reflected on your billing statements. If you choose to redeem your Cash Back Credit for a Cash Rebate Reward for deposit into an account other than at EverBank, you should verify the other financial institution will accept electronic (ACH) deposits. Your deposit will be sent within five (5) Business Days. If your electronic transfer is rejected, the Cash Back Credit will be returned to your Rewards Account and we will notify you at the email address listed in your Rewards Account.

1.5.2. Redeeming points for rewards

1.5.2.1. Generally. Earned Points may be redeemed for a variety of Rewards made available through the ScoreCard Rewards Program, including without limitation merchandise, gift certificates/gift cards, travel, and Cash Rebate Rewards. The process of redeeming Points for Cash Rebate Rewards is the same as described for manual redemption of Cash Back Credit above. The Point redemption levels required to acquire Rewards can be found on the ScoreCard Rewards website, and are subject to change without notice. For a Joint Card Account or a Card Account with a designated Authorized User, Points may be redeemed by any Participant regardless of which Participant made the Eligible Purchases. To redeem your Points for Rewards, you may (1) sign in to your Rewards Account at everbank.com/rewards, which will list the sum total of your Points earned, less any adjustments that we may make from time to time in accordance with this Rewards Program Agreement, and follow the instructions for Point redemption or (2) call the ScoreCard Rewards program headquarters at 1.800.854.0790, 24 hours a day, 7 days a week, excluding federal holidays. All Rewards are subject to availability and may be discontinued, withdrawn or substituted at any time without notice. Should a Reward be discontinued after you select it for redemption, it will be replaced with another Reward of approximately equal value, or if a suitable substitute is not available, you will be advised of its unavailability so that an alternate selection may be made or your Points may be returned to your Rewards Account. A sufficient number of Points must be available in your Rewards Account to redeem the Reward you want, and in the event you redeem unearned Points for a Reward, your Card Account may be charged the actual difference between the cost of the Reward redeemed and the value of the actual Points that was available at the time of redemption. Except as stated otherwise in this Rewards Agreement, Rewards have no cash value or residual or partial value, and cannot be resold, returned, exchanged, refunded or replaced by cash, Points or other Rewards. Rewards are subject to substitution and replacement without notice, and are void where prohibited by law.

1.5.2.2. Merchandise rewards. Your merchandise Reward will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing your order. Be sure to note any damages, shortages, or exceptions on the delivery receipt before signing to accept delivery from the carrier as merchandise Rewards can only be exchanged in the event that the item arrives in defective or damaged condition. Damaged or defective merchandise Rewards may be returned to the shipper for replacement within thirty (30) Business Days of delivery. Return instructions, as well as any applicable manufacturers', third party service providers' or Reward Providers' warranties, if any, will be included with your Reward. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward to the shipper. Any warranty claims must be directed to the manufacturer, third party service provider, or Reward Provider, as applicable. NEITHER FIS NOR EVERBANK PROVIDE ANY WARRANTIES WITH RESPECT TO REWARDS AND ARE NOT RESPONSIBLE FOR REPLACING LOST OR STOLEN ITEMS.

Shipments cannot be made to a PO Box. If you have an APO, U.S. eligible territory or international address, contact the ScoreCard Reward program headquarters at 1.800.854.0790 for details regarding merchandise options and shipments before ordering.

1.5.2.3. Gift certificates and gift card rewards. Gift certificate and gift card Rewards are subject to the specific rules as defined on the gift certificate or provided with the gift card, and to the specific rules provided by the Reward Provider, and your use of such gift certificate or gift card is subject to those rules and restrictions, including the expiration date. Gift certificate and gift card Rewards are not redeemable for cash or credit under any circumstances and are void where prohibited. Gift certificate and gift card Rewards and may have charges for non-use and non-activation. Participants are solely responsible for any charges over and above the stated value of the gift certificate or gift card Reward. NEITHER FIS NOR EVERBANK ARE RESPONSIBLE FOR LOST OR STOLEN GIFT CERTIFICATES OR GIFT CARD REWARDS AND ARE NOT RESPONSIBLE FOR REPLACING THEM.

1.5.2.4. Travel rewards. Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets, and documents will be mailed first-class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Reward will usually be delivered within 4-6 weeks of processing your order but is not guaranteed. You may request that travel certificates, tickets and documents be delivered by overnight carrier and you agree to pay any associated additional delivery fees before shipment. You are responsible for any airline security fees and any surcharges or additional fees that may be imported by the airlines or aviation authority and you must pay them by permissible credit and/or debit card at the time of the reservation booking. For more information regarding travel Rewards, including redeeming points for travel, visit everbank.com/rewards or call 1.855.483.5005, 8 a.m.–12 a.m. (ET), 7 days a week, excluding federal holidays.

1.6. General rules applicable to the rewards program

1.6.1. A Participant's Card Account must be in Good Standing in order for the Participant to earn and/or redeem Points or Cash Back Credit. To earn Points or Cash Back Credit, the Card Account must be in Good Standing at the time the Card transaction is received for the processing of an Eligible Purchase. To redeem Points or Cash Back Credit, the Card Account must be in Good Standing at the time the redemption order is received by the Reward Provider. We reserve the right to suspend your participation in the Rewards Program until the Card Account is in Good Standing.

1.6.2. Points or Cash Back Credit accrual will begin on the day the Participant enrolls in the Rewards Program and the number of Points or amount of Cash Back Credit a Participant can earn in one year is unlimited.

1.6.3. Points or Cash Back Credit will be deducted or reversed from a Participant's Rewards Account for the return, cancellation or refund of an Eligible Purchase. The Point or Cash Back Credit deduction or reversal will be in an amount that corresponds to the amount of cash or credit you receive for the return, cancellation or refund of the Eligible Purchase (including any Bonus Points or Bonus Cash Back Credit if an Eligible Bonus Purchase), which may result in negative Points or Cash Back Credit in your Rewards Account if returns, cancellations, or refunds exceed the amount of Eligible Purchases. Returns are subject to the return policy of the retailer at which you made the purchase.

1.6.4. Bonus Points or Bonus Cash Back Credit will be deducted or reversed from a Participant's Rewards Account if an Eligible Bonus Purchase is exchanged. This is because, when an item is exchanged, the Participating Retailer cancels the original order and replaces it with a new order. To ensure that you earn Bonus Points or Bonus Cash Back Credit on the new order, you will have to return the item to the Participating Retailer and then make another Eligible Bonus Purchase through ScoreCard's ScoreMore program. Otherwise, in the exchange, you will earn the standard Points or Cash Back Credit on the new order.

1.6.5. After enrollment in the Rewards Program, Participants will be sent a monthly Billing Statement that shows the total amount of Points or Cash Back Credit earned to date, including the amount of Points or Cash Back Credit earned in the prior month, subject to any adjustments we may make from time to time in accordance with this Rewards Program Agreement. Participants can also visit the ScoreCard website at everbank.com/rewards, and sign into their Rewards Account to view their current Point or Cash Back Credit balance.

1.6.6. Points and Cash Back Credit are non-transferable and will not expire; however, all accumulated but unused Points or Cash Back Credit in a Participant's Rewards Account will be cancelled immediately if EverBank or FIS exercise the right to terminate the Rewards Program or if the Participant's Card Account is closed for any reason.

1.6.7. Points and Cash Back Credit are not considered a Participant's property and are generally not transferable upon death, dissolution, or bankruptcy, or as part of a legal settlement or domestic relations issue.

1.6.8. Participants are responsible for any and all tax liability related to participation in the Rewards Program, including as a result of Points and/or Cash Back Credit earned or redeemed, and the receipt and use of any Rewards acquired through the Rewards Program.

1.6.9. In the event of Participant fraud, abuse, or violation of the Rewards Program privileges or this Rewards Program Agreement, including, without limitation, any attempt to sell, exchange, manufacture or transfer Points or Cash Back Credit or any instrument exchangeable for Points or Cash Back Credit, FIS and EverBank each reserve the right to remove the Participant from the Rewards Program and to cancel any Points or Cash Back Credit acquired through any of the foregoing misconduct.

1.6.10. FIS and/or EverBank reserves the right to interpret the Rewards Program Agreement and policies, and will be the final authority on Points and Cash Back Credit, and Rewards and Reward qualifications.

1.7. Audits and disqualification

1.7.1. EverBank reserves the right to audit any and all Participant Rewards Accounts at any time for compliance with this Rewards Program Agreement without notice to the Participant. If an audit reveals any discrepancies, the processing of Reward redemption requests may be delayed pending completion of the audit. If an audit reveals any discrepancies or inaccuracies, EverBank reserves the right to change Point or Cash Back Credit totals without notification to resolve such discrepancies or inaccuracies.

1.8. Changes/termination

1.8.1. The Rewards Program is offered at the sole discretion of FIS and EverBank and both FIS and EverBank may modify, delete from, or terminate the Rewards Program, in whole or in part, this Rewards Program Agreement and/or any processes or rules set forth herein, Rewards, and special offers at any time, for any reason, and without notice, except as limited by law. Neither FIS nor EverBank assume any liability whatsoever for these changes.

1.9. Release of liability

1.9.1. EACH PARTICIPANT OF THE REWARDS PROGRAM AGREES THAT NEITHER FIS NOR EVERBANK WILL BE LIABLE FOR, AND YOU SHALL RELEASE, DISCHARGE AND HOLD HARMLESS FIS AND EVERBANK AND ANYONE WHO ACTED ON BEHALF OF FIS OR EVERBANK FROM, ANY AND ALL CLAIMS OF ANY SORT, TYPE, KIND OR NATURE THAT A PARTICIPANT MAY HAVE AGAINST FIS OR EVERBANK, ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN THE REWARDS PROGRAM OR THE REWARDS, INCLUDING WITHOUT LIMITATION, CLAIMS FOR OR DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ACCIDENT, SICKNESS, DELAY, CANCELLATION, POSTPONEMENT, INCONVENIENCE, PENALTY, REFUND OR OTHER IRREGULARITIES THAT MAY OCCUR OR THAT MAY BE CAUSED BY ANY PROVIDER OF SERVICES OR REWARDS OR ANY PERSON NOT UNDER THE DIRECT SUPERVISION AND CONTROL OF FIS OR EVERBANK. IF EVERBANK IMPROPERLY DENIES REWARDS POINTS OR CASH BACK CREDIT OR IF YOU ARE OTHERWISE DENIED A BENEFIT OF THE REWARDS PROGRAM, EVERBANK'S LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS POINTS OR CASH BACK CREDIT.

1.10. Representations and warranties

1.10.1. Neither EverBank nor FIS, make any warranties: (1) with regard to any Rewards obtained by Participants through the Rewards Program and/or through any Reward Provider; (2) that the Rewards Program and/or any Rewards provided thereunder will meet a Participant's requirements or expectations; (3) that the Rewards Program and/or any Rewards provided thereunder will be uninterrupted, timely, free of errors, or without defects; (4) as to the results a Participant may obtain by participating in the Rewards Program; and (5) as to the accuracy or reliability of any information obtained via participation in the Rewards Program.

1.10.2. EverBank will not be liable or responsible for those performances, guarantees, warranties, and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Reward Provider.

1.10.3. No advice or information, whether oral or written, obtained by a Participant from EverBank or via the Rewards Program shall create any warranty not expressly made herein.

1.11. Governing law and rules

1.11.1. This Rewards Program Agreement shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Florida. If any part of this Rewards Program Agreement is inconsistent with or in violation of federal or Florida law, that part shall be modified only to the extent of the inconsistency and the remainder of the Rewards Program Agreement shall remain in force. All provisions of this Rewards Program Agreement are valid, enforceable, and applicable in New Jersey. The Rewards Program is void where prohibited by law.

1.11.2. To the extent the Rewards Program is deemed by Visa USA Inc. to be inconsistent with Visa Association bylaws or rules, it shall be modified accordingly, but only to the extent of the inconsistency and the remainder of the Rewards Program shall remain in force.