

For complete terms and conditions, refer to your Account Terms, Disclosures and Agreements Booklet (the "Booklet").

3.5. ONLINE BANKING SERVICE AGREEMENT

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

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

3.5.1. YOUR AGREEMENT TO TERMS

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

3.5.2. INSTRUCTIONS FROM YOU/YOUR RESPONSIBILITIES

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

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

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

3.5.4. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

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

1. through no fault of EverBank, you do not have enough collected funds in your account to make the transfer;

2. circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken;
3. there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
4. your funds are subject to legal process or other encumbrance restricting the transfer;
5. your transfer authorization terminates by operation of law;
6. you believe someone has accessed your accounts without your permission and you fail to notify us immediately;
7. you have not properly followed the scheduling instructions on how to make a transfer included in this Online Banking Service Agreement;
8. we have received incomplete or inaccurate information from you or a third party involving the account or transfer; or
9. we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Online Banking Service Agreement, the deposit Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Online Banking Service Agreement.

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

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

3.5.5. HOURS OF OPERATION

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

3.5.6. INDEMNIFICATION

You hereby indemnify and release us, and our employees, officers, directors, and agents, from any and all liability, and you agree not to make any claim against us or bring any action against us honoring or allowing any actions or transactions in which you have authorized the person performing the action or transaction to use your account or when you have provided your User ID and Password to that person. You agree to reimburse us for any losses we suffer or any damages, injuries, costs, or expenses we incur (including attorney's fees), because we honored or allowed transactions on the account in which the User ID and Password were used. The limitations of liability set forth in this Online Banking Service Agreement are subject to, and limited by, any applicable state or federal law to the contrary.

3.5.7. CHANGES IN TERMS

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

3.5.8. DISCLOSURE OF INFORMATION TO THIRD PARTIES

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

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

given EverBank as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within the organization.

3.5.9. INACTIVITY; TERMINATION

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

