

# 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"> <li>• each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and</li> <li>• any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.</li> </ul>
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"> <li>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</li> <li>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.</li> </ol> <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"> <li>• You fail to make the Total Minimum Payment Due on your Account by the Payment Due Date;</li> <li>• You have a returned payment;</li> <li>• You exceed a Credit Limit;</li> <li>• We determine that you made a false, misleading or incomplete statement to us, or you otherwise tried to defraud us;</li> <li>• You file for bankruptcy or some other insolvency proceeding is filed by or against you; or</li> <li>• You violate the terms of this Agreement or any other agreement with us in any other way.</li> </ul> <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"> <li>• Charge you fees;</li> <li>• Increase your Interest Charges and Annual Percentage Rate and as described in the Penalty APR section of this Agreement;</li> <li>• Declare all amounts you owe us to be immediately due and payable;</li> <li>• Exercise security interests you agree to provide us (if applicable);</li> <li>• Reduce your Credit Limit;</li> <li>• Report your Account to the credit bureaus;</li> <li>• Suspend your Account privileges;</li> <li>• Close your account;</li> <li>• Begin collection activities;</li> <li>• Require the return of all Cards; and/or</li> <li>• File a lawsuit against you or pursue other action that is not prohibited by law.</li> </ul>
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"> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> <li>• 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.</li> </ul>

## 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"> <li>• Equifax, PO Box 740241, Atlanta, GA 30374, 1.800.685.1111</li> <li>• Experian, PO Box 2002, Allen, TX 75013, 1.888.397.3742</li> <li>• TransUnion, PO Box 1000, Chester, PA 19022, 1.800.916.8800</li> </ul>
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><b>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.</b></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](http://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](mailto: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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