

E-Sign Consent to Use Electronic Records and Signatures



Effective as of September 2023

In this E-Sign Consent to Use Electronic Records and Signatures ("Consent Agreement"), the words "we," "us," "our," and "EverBank" mean EverBank, National Association. The words "you" or "your" mean the account holder(s) giving their consent.

As part of your relationship with us, you are entitled by law to receive certain information "in writing." The federal E-Sign Act and certain state laws allow us to provide this information to you electronically with your prior consent. We also need your consent to use electronic records and signatures in our relationship with you. Accordingly, we need you to agree to this Consent Agreement, which (a) provides the terms under which we will provide account and tax statements, terms and conditions, disclosures, agreements, rate sheets, notices, including maturity and privacy notices, any other document, including, but not limited to, any disclosure document required by applicable law to be provided to you in writing and/or in a form you may keep, and any updates, amendments, or other changes to any of the preceding items (collectively, "Electronic Communications") to you in electronic form instead of paper form (although you may continue to receive duplicates in paper form); (b) describes the computer and system requirements you must have to receive Electronic Communications and print or download those items; and (c) provides certain other information relating to Electronic Communications. You must agree to this Consent Agreement in order to receive Electronic Communications and complete your enrollment into our Online Banking portal. "Online Banking" is any online service portal that provides electronic access to your account(s) with us.

The Electronic Communications that may be available and provided to you electronically may change over time, and after you agree to this Consent Agreement. You agree that in our discretion, we may provide you the Electronic Communications (1) via email at the address you have provided us, (2) through Online Banking or another website or service established for such purpose after providing you notice via email at the address you have provided to us of new Electronic Communications that are available to you, or (3) to the extent permissible by law, by such other electronic means as we deem effective and reasonable. All Electronic Communications available to you through Online Banking will remain available there, for at least one year after the Electronic Communication has been provided.

Requesting a paper copy; withdrawing consent for electronic communications

To request paper copies of this Consent Agreement or any Electronic Communications, or to withdraw your consent to receive Electronic Communications, please contact us as described below:

For EverBank Deposit Accounts:

Call a Client Solutions Specialist at **1.888.882.3837** or write to us at:

EverBank
PO Box 44060
Jacksonville, FL 32231

For EverBank World Markets Accounts:

Call the World Markets Desk at **1.800.926.4922** or write to us at:

EverBank World Markets
8300 Eager Road, Suite 700
St. Louis, MO 63144

Visit [www.everbank.com](#) for the hours of operation of the Client Solutions Specialists and the World Markets Desk.

If you contact us via mail to withdraw your consent to receive Electronic Communications, please specify your name, account number, current mailing address, and specifically instruct us that you are withdrawing your consent to receive Electronic Communications from us and wish to receive only paper copies. Withdrawing your consent will result in your access being removed from Online Banking. This means that you will no longer have access to Online Banking or any of the services offered through Online Banking.

To re-gain access to Online Banking, you will have to call a Client Solutions Specialist to enable your access and you will have to re-consent to this Consent Agreement. Thus, if you wish merely to change your preference for delivery of Electronic Communications and not withdraw your consent, please specify your delivery preferences rather than withdrawing your consent to receive Electronic Communications.

If you withdraw your consent to receive Electronic Communications, these items will be mailed to you at the current address we have on file. Please ensure you keep your contact information up to date.

Fees may apply for paper copies of certain Electronic Communications. Please check the terms and conditions applicable to your account for details.

Updating your contact information

You must promptly notify us of any changes to your contact information, including email address. You may update your email address from within Online Banking or you may contact the appropriate team at the address or phone number provided above. If you fail to update or change an incorrect or invalid email address, then you understand and agree that all Electronic Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website or emailed to the email address we have for you in our records.

Computer and system requirements to access and retain electronic communications

To receive and retain Electronic Communications, you must have access to:

1. A personal computer or other device which is able to access the Internet;
2. A current, active email address on file with us that is able to send and receive email with hyperlinks to websites, and for certain Online Banking Services, in certain instances, a mobile phone number on which we may contact you;
3. A Current Version (defined below) of the internet browser we support (i.e.: Internet Explorer, Chrome, Safari, FireFox etc.);
4. A Current Version of a program that accurately reads and displays Portable Document Format or "PDF" files such as Adobe Reader;
5. To see an accurate full page view, you will need a computer screen resolution setting of 800 x 600 or higher;
6. An operating system capable of supporting all of the above;
7. Our mobile software application, if applicable, and a mobile device that will support our mobile software application and has location services enabled with regard to our mobile software application;
8. A printer if you wish to print out and retain records on paper; and
9. Electronic storage if you wish to retain records in electronic form.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. The following link includes more information on the software we currently support and links for downloading the software and related system requirements. [Technical Requirements](#)

If you have trouble accessing any of the information provided by us at any time contact the appropriate team at the phone numbers provided above.

From time to time, we may offer services or features that require that your Internet browser or mobile device be configured in a particular way, such as permitting the use of JavaScript or cookies. You should check the Technical Requirements page occasionally for updates on supported software. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with online or mobile transactions. We also reserve the right to communicate with you by U.S. Postal Service.

Agreement and consent

By accepting this Consent Agreement, you are representing and warranting to us the following:

1. You have read, understand, and agree to the terms in this Consent Agreement;
2. You can access and retain your Electronic Communications because your system satisfies the "Computer and System Requirements To Access And Retain Electronic Communications" set forth above;
3. You have an active email address and PDF reader and have the ability to access PDF files;
4. You understand and agree that we will rely on the truthfulness and completeness of your representations and warranties above;
5. You consent to receive Electronic Communications, as are now or in the future available, in connection with your EverBank accounts or with your relationship with us, including any EverBank account(s) that you subsequently open or for which you apply;
6. You agree that the Electronic Communications have the same meaning and effect as if we provided paper documents to you;
7. You agree to update your client contact information as needed in order to ensure timely receipt of Electronic Communications;
8. You are agreeing on behalf of all other account holders, co-owners, or other authorized persons, if any, and you have the power and authority to consent and agree on their behalf; and
9. Your agreement and consent is effective and valid until you withdraw your consent as provided above.

