



## CONSUMER ONLINE ACCESS AGREEMENT

Last updated: 09/25/2025

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### **Consent and agreement to use of electronic communications and electronic signatures (“Consent”)**

In connection with your relationship with Ameris Bank (“**Bank**”; “**us**”; or “**we**”), we are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you with this information electronically instead. We also need your general consent to use electronic records and signatures in our banking relationship with you. ***Please read the information below fully and carefully, before you consent.***

In this Consent, “**Digital Services**” means each and every service and product that Bank offers, that you apply for, enroll in, use or agree to use or access, using the internet, a website, software applications (desktop, for mobile applications, or otherwise), now or in the future, described in and governed by the “Service Agreement” that follows this Consent; “**Communications**” means each disclosure, notice, agreement, privacy notice, privacy policy, undertaking, pricing guide, statement, record, document or other information we provide to you, or that you sign or submit or agree to at our request.

***Please note that in order to use Digital Services, you will need to give your consent to electronic Communications and electronic signatures. You may decline to consent but then you will not have online access or use of Digital Services.***

#### ***What your consent applies to***

Your consent applies to all Communications between you and Bank in connection with all Digital Services. The Communications that we provide to you in electronic form may be delivered to you by posting to a website, software/mobile application and as otherwise provided in the Service Agreement. We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or one or more of our agreements with you, requires you to give us a written notice. You must still provide these notices to Bank on paper, unless we give you instructions to deliver the notice to us electronically.

### **Your consent to use of electronic Communications and electronic signatures**

By clicking the I ACCEPT button below the Service Agreement where indicated, you confirm that:

- you can access, have read and understand the terms and conditions of this Consent; and



- you have the minimum hardware and software described below including, without limitation, an active email account capable of receiving emails with hyperlinks and attached files; and
- you consent to the use of electronic Communications and electronic records and signatures in our banking relationship with you until or unless you withdraw such consent or we discontinue the provision of, or we terminate or change the terms and conditions on which we provide, electronic Communications as described above; and
- you are authorized to, and do, consent to the use of electronic Communications and electronic signatures on behalf of all owners and users of, or applicants for, the applicable Digital Service.

### **How to withdraw your consent**

After you have given your consent to receive Communications from us electronically, you may change your mind, and revoke your consent at any time and for any reason, tell us that thereafter you wish to receive Communications only in paper format. To withdraw your consent, please contact Bank at: Ameris Bank, Attn: Electronic Banking Dept, PO Box 105075, Atlanta, GA, 30348. Once you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again. We will not charge you a fee if you chose to withdraw your consent to receive Communications electronically.

### **Consequences of withdrawing your consent; termination or changes**

If you withdraw your consent to receive Communications electronically, you may not be able to access or use some or all of the Digital Services, or experience delays in the time required to complete certain actions.

### **How to advise us of your new email address and phone number**

You must keep your email address and phone number current with us. To change the email address and phone number where we should send Communications electronically to you, log in to online access to your accounts via [amerisbank.com](http://amerisbank.com) and follow the instructions using the “More”, “Settings” and “Security, Contact” information page, or contact us at Ameris Bank, Attn: Electronic Banking Dept, PO Box 105075, Atlanta, GA, 30348; 866-616-6020 (Customer Service Center).

### **Software and hardware requirements**

In order to receive Communications, you must have the necessary software and hardware equipment. This is also important for effective and secure online access to Digital Services. You need the following:



- an up-to-date desktop computer or mobile phone, laptop, tablet or other computer device which has internet access
- a current, compatible web browser on your computer device, that Bank supports, including the current or immediately preceding version of Chrome, Firefox, Safari, and Edge. Cookies and JavaScript must be enabled.
- Minimum requirements for using our mobile apps:
  - See minimum requirements for using our mobile apps at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Recommended-Browser-and-Device-Information>.
- a valid and active email address
- an operating system on your computer device capable of receiving, accessing and displaying Communications in electronic form via text-formatted email or gaining access to the Website using a supported browser, including any necessary software (e.g., Adobe to read PDF documents)
- if you wish to store or print any Communications, a computer device capable of storing and printing the Communications
- a current version of a program (currently being supported by its publisher) on your computer device, that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader)

## **How to request paper copies**

After you have provided your consent to receive Communications electronically, you may request, at any time and at no charge to you, a paper copy of any Communications we provided or made available to you electronically. To request delivery of paper copies from us of the Communications previously provided to you electronically, please contact Bank at: Ameris Bank, Attn: Electronic Banking Dept, PO Box 105075, Atlanta, GA, 30348.

You generally will have the ability to download copies of the Communications to your computer and/or print copies of the Communications from your computer or the secure website you are using in connection with Digital Services, if you have a printer connected to your computer. You should download and print these Communications. You may also send a written request for written copies of Communications to Bank at: Ameris Bank, Attn: Electronic Banking Dept, PO Box 105075, Atlanta, GA, 30348. Please retain for your records a copy of all electronic Communications, as well as this Consent and any other document that is important to you.



## GENERAL

**Agreement.** This Service Agreement (this “**Agreement**”) is a binding contract between Ameris Bank (“**Bank**”; “**us**”; or “**we**”) and you. “**You**” means (and “**yours**” refers to) each individual who owns or applies for an eligible account, or that individual’s legally authorized representative. This Agreement governs your use of online services and functions offered by Bank (the “**Service(s)**”) through the [www.amerisbank.com](http://www.amerisbank.com) website (the “**Website**”) accessed by use of a “**Device**”. You must register to enroll in online access to Services. When you register to enroll in this online access to the Services, you agree to be bound by all the terms and conditions of this Agreement. Various capitalized terms are defined specifically in this Agreement, either in their context, or in this Agreement’s Definitions section. Section references are to sections in this Agreement. Read this Agreement carefully and keep a current electronic or hard copy of it in your records. Be aware that we may change any of the terms and conditions of this Agreement at any time by posting the revised terms and conditions on [www.amerisbank.com](http://www.amerisbank.com). The revised terms and conditions will apply and be effective on the date of posting, unless another effective date is stated. If you disagree with any such revision of this Agreement, you must terminate your registration, or you will be deemed to have accepted the revised terms and conditions. This Agreement contains a binding agreement to arbitrate disputes relating to this Agreement, which is in the “**MISCELLANEOUS TERMS AND CONDITIONS**” section. Accounts eligible for use of the Services are accounts maintained with Bank, that are established primarily for personal, family, or household purposes, and generally include demand deposit (checking) accounts, money market accounts, savings accounts, and certain loan accounts. Not all accounts are eligible for use with all Services.

- 1.1. **Contacting Bank.** This Agreement refers to various situations in which you may need to contact Bank, such as to give notifications, or make requests. To contact us in those situations, or regarding other matters or questions concerning this Agreement or the Services, contact us here at: <https://www.amerisbank.com/About/Resources/Contact-Us>

Our response to you may be delayed if you have contacted us outside of Business Days, but we will review it within a reasonable time frame when the next Business Day resumes. You also may be able to make certain notifications or requests through a Bank branch, but that will depend on the type of notification or request. If two or more persons are joint account holders and they are enrolled in online banking, Bank may rely and act upon instructions from any one of such persons.

- 1.2. **Services.** The Services are described in their respective sections below. Some of the Services and their features or functions may not be available through use of certain Devices, or applications. Bank may change the Services that are offered, or their features and capabilities, at any time. You



will generally be notified of significant changes in advance or when you next log in following a change. You agree to be bound by the terms and instructions presented when enrolling in, activating, or accessing each of the Services.

- 1.3. **Definitions.** In addition to those capitalized terms that are defined where used, additional capitalized terms used in this Agreement are defined in this section.
- **“Access Credentials”**: personal or secret codes or identification numbers (PINs) and other unique identifiers used to authenticate you for online access and use of Services through user identification technology and procedures, which may include biometric identification, tokens, certificates, security questions, and other procedures, processes, or identifying credentials selected by you and/or issued to you by us, in accordance with standards we establish.
  - **“Applicable Law”**: all laws, regulations, rules, ordinances, determinations of arbitrators, court orders or determinations, and guidelines and requirements of governmental authorities, that are applicable to this Agreement, the Services, you, or Bank; including, without limitation, the federal and state financial services law, the applicable state’s Uniform Commercial Code, regulations and orders administered by the Office of Foreign Assets Control (OFAC) and of the Financial Crimes Enforcement Network (FinCEN).
  - **“Business Day”**: 8:30 a.m. to 6:00 p.m. Monday through Friday, Eastern Time (Standard or Daylight Savings) excluding Federal Holidays, when Bank is open for business. Federal Holidays are listed on the Federal Reserve’s website at: <https://www.frbservices.org/about/holiday-schedules>.
  - **“Device”**: a personal computer meeting the requirements for use of the Services, or Wireless Device.
  - **“Wireless Device”**: a mobile phone, tablet, or other wireless communication device meeting the requirements for use of the Services.
  - **“Zelle Service”**: the “Zelle Service” described in the Zelle Service; Standard Terms and Conditions for Use of the Zelle Network® section, which is subject to the Zelle Terms and



Conditions at:

<https://www.amerisbank.com/AmerisBank/media/Documents/Zelle-Terms.pdf>

- 1.4. **Disclosures and other agreements.** This Agreement refers and links to important disclosures of additional terms and information relating to your use of Services that you should be aware of and understand. These include, for instance, deposit account agreements, disclosures, and pricing guides. Unless this Agreement (including the Arbitration Agreement in Sections 1.33 through 1.39 below) specifically states otherwise, (i) this Agreement does not change any of those other documents or agreements, which continue to apply and are incorporated into this Agreement, and (ii) if there is a conflict between this Agreement and any other such other documents or agreement, the terms of the other document or agreement will prevail and control with respect to the Service to which it applies.
- 1.5. **Privacy.** Protection of the privacy of your personal information is our priority. We treat your data in accordance with the Ameris Bank Privacy Notice. You should review the Ameris Bank Privacy Notice from time to time, which is found at: <https://www.amerisbank.com/AmerisBank/media/Documents/Ameris-Bank-Privacy-Notice.pdf>. You will receive your privacy notices on our Website. You acknowledge that the availability of the Ameris Bank Privacy Notice on the Website constitutes actual notice to you and your receipt of its contents.

Our use of your personal information under this Agreement also is subject to our Online Privacy Policy. You may review the Online Privacy Policy at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Online-Privacy-Policy>.

- 1.6. **Device requirements.** The Services can only be accessed and used using a Device that is enabled with Internet access provided through an established Internet service provider and a compatible browser. Wireless Devices must be compatible with the Services and be current enough to use them. We update our online Services platform and the Website from time to time, so check this Agreement regularly for changes in these requirements that may affect your ability to access and use Services. Maintaining the good operating condition of your Device(s), providing power and Internet connectivity to access the Services, and having sufficient data transfer capacity for proper use of the Services, is your responsibility. Bank has no control over or responsibility for your Devices, your Internet connectivity, or the Internet service provider facilities. Certain Devices may not be compatible for use in connection with all Services described in this Agreement.

Wireless Devices must be text-enabled in order to receive alert messages from us. Also, when we add new features and enhancements to online



access and the Services, there may be certain browser versions systems that do not support these changes when you are using online access to Services via the Mobile App. You should download the latest version of the Mobile App for your Device from your app store, and always use the latest version.

The following link contains more information on the browsers we currently support and related system requirements: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Recommended-Browser-and-Device-Information>

1.7. **Changes in your contact information and communication preferences.**

You must notify us at:

<https://www.amerisbank.com/About/Resources/Contact-Us> promptly if your email address or mobile phone number has changed and give us your new information. You can update your address, mobile phone number and email address in online banking using the “More”, “Settings” and “Security, Contact” information page. You can withdraw consent to receiving information electronically by making written request to Bank, but you will not be able to use any Services if you do so.

1.8. **Communication modes.** We may post general notifications regarding Services or this Agreement on the Website, by (at our option) e-mail to the e-mail address you provided to us; text message to the phone number you have provided to us; or U.S. Mail to the street address you have provided to us. Our notices are effective when posted or sent. The wireless carrier for your Wireless Device may impose charges for text messages sent to or received from Bank, and you are responsible for these carrier charges.

1.9. **Never reveal personal/sensitive information.** Never use your email account to send us any personal information, or any other sensitive information, like an account number, social security number, or financial data. Also, we will never ask for you to provide us with this information, whether by email, text, or phone. If that happens notify us at: <https://www.amerisbank.com/About/Resources/Contact-Us> immediately to avoid potential fraudulent activity regarding your accounts.

1.10. **Linking accounts.** All your eligible accounts will be linked to allow full access to Services. However, if you want to limit which accounts are linked, or apply use limitations to linked accounts, contact Bank at: <https://www.amerisbank.com/About/Resources/Contact-Us> to do so.

1.11. **Security and your duties.** Maintaining the security of your online access to Services and to your accounts is extremely important. You should diligently protect your Access Credentials and Devices from unauthorized access or use. By using Services, you acknowledge and agree that this Agreement describes security procedures for electronic banking transactions that are



commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described, and we have had a reasonable opportunity to respond to that notice.

- 1.12. **Access credentials.** You will be assigned Access Credentials when registering for online access and enrolling in certain Services. Access Credentials must meet the standards we establish. We may require you to change or update your Access Credentials at any time, including to meet any new standards we may establish. Always protect the confidentiality of your Access Credentials. Change your password regularly and never allow anyone else to have access to your Access Credentials.
- 1.13. **Devices.** Use all reasonable security practices to protect the Device(s) that you use to access Services. For instance, you should install and maintain recognized anti-virus protection, and keep your Devices in a safe place to prevent authorized persons from using them. Never leave your Devices unattended in public places or anywhere else where your Devices could be accessed by anyone you do not know and trust. Do not use your Devices where others can see the information that you view or enter.
- 1.14. **Compromised security - your notification duties.** Neither Bank nor anyone claiming to represent Bank will ever request that you give them any of your Access Credentials. Never disclose your Access Credentials to anyone claiming to represent Bank, for any reason, whether over the phone, through texting, or through any other type of communication. If you are asked to provide someone with your Access Credentials, contact Bank at: <https://www.amerisbank.com/About/Resources/Contact-Us> immediately. Also, contact Bank at: <https://www.amerisbank.com/About/Resources/Contact-Us> immediately if your Device is lost or stolen or becomes unusable, or if your mobile phone number changes or its service is terminated.

Contacting us at: <https://www.amerisbank.com/About/Resources/Contact-Us> immediately is the best way minimize your liability for loss. You could lose all the money in your account(s) if your Access Credentials become compromised.

Important notification time frames and other requirements and terms relating to your liability for unauthorized transactions are stated in the Electronic Fund Transfer Disclosure at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Electronic-Fund-Transfer-Disclosure> and in Section 1.28.

- 1.15. **Your responsibility for uses of Services.** You are responsible for all uses of the Services and all transactions made through them using your Access



Credentials. We will assume the legitimacy of all activity conducted through your Access Credentials, unless and until you have notified us to the contrary as provided in the Compromised security- your notification duties section.

- 1.16. **Access.** Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except that Services may be inaccessible for certain periods of time on a daily basis for system maintenance. Further, we may modify, suspend, or terminate access to the Services at any time and for any reason without notice, or refund of fees, if applicable, that you have paid. We are not liable for any failure to provide access to Services due to maintenance, or due to a system failure or other unforeseen acts or occurrences. All associated processing, completion, delivery, and settlement time frames stated for a Service apply to that Service notwithstanding that online access to the Service is available on a 24/7 basis (outside of Business Days).
- 1.17. **Fees.** There are fees and charges for certain Services. Fees and charges are stated in the account agreements and disclosures provided to you at account opening, including the Deposit Account Agreement for the account, Truth in Savings Disclosure, Electronic Fund Transfer Disclosure at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Electronic-Fund-Transfer-Disclosure>, and Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf>. Fees are reviewed periodically and are subject to change. You will be notified in advance of any increase in fees prior to the change taking effect, as required. You agree to pay all applicable Services fees. Fees also apply to stop payment requests, account overdrafts, and other services and items. Refer to the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf>
- 1.18. **Terminating online access.** You may terminate your enrollment in online access at any time by written notice to Bank. Notice to terminate your enrollment must be made to us at least ten (10) Business Days prior to the date on which you wish to have your online banking access terminated. If you have scheduled payments (whether one-time or recurring) with a transaction date within this ten (10) Business Day period, you also must separately cancel those payments. If we have not completed processing of your termination request, and you have not canceled a scheduled payment, you will be responsible for payments with transaction dates during the ten (10) Business Days following our receipt of your written notice of termination. We may terminate your use of online access, in whole or in part, at any time without prior notice. Termination of your access will not affect your liability or



obligations under this Agreement for transactions we have processed on your behalf.

- 1.19. **License terms for Mobile App.** If you access the Services through an application that we or one of our third-party providers makes available for download to your Wireless Device (“**Mobile App**”), you agree to the following license terms:
- Bank and each third-party software provider of a Mobile App reserve all rights, titles and interests in and to the Mobile Apps and you only receive a limited, non-transferable, non-sublicensable, license to use the Mobile App for its express purposes in using Services, in compliance with this Agreement.
  - You may not do any of the following: (i) modify, revise or create any derivative works of the Mobile App, (ii) decompile, reverse engineer or otherwise attempt to derive the source code of the Mobile App; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights in the Mobile App; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright, associated with or displayed in the Mobile App.

## SERVICES

- 1.20. **Funds transfer Services; Electronic Fund Transfer Disclosure.** We offer various funds transfer Services. The fees that apply to these funds transfers, as applicable, are stated in the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf>, Electronic Fund Transfer Disclosure at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Electronic-Fund-Transfer-Disclosure>, and/or Truth In Savings Disclosure provided to you at account opening. You will be notified of any fee changes prior to the change taking effect, as required by the Truth in Savings Act or Electronic Fund Transfer Act. Certain types of funds transfer transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (“**EFT Act**”). These include certain transactions that can be made using the Services described in this Agreement. Your rights, protection, and liabilities as a consumer under the EFT Act are described in Bank’s Electronic Fund Transfer Disclosure at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Electronic-Fund-Transfer-Disclosure>.

Generally, the funds transfer Services enable you to use your Device to transfer funds to and from your account, to pay bills directly from your account in the amounts and on the days you request, and to make other payments



and remittances of funds from your account. The types of funds transfer Services offered are described in more detail in their respective sections.

- 1.21. **Transfers between accounts.** You can transfer funds between eligible accounts. For instance, you may transfer funds from your individual checking account to your savings account or transfer funds from your line of credit to your individual checking account. We may impose limits on the frequency and amount of funds that you can transfer between accounts.

Transfers between accounts at Bank may be scheduled for 1) immediate transfer, 2) single scheduled future date, or 3) automatic recurrence on a scheduled date. Account balances will be current as of the date and time you sign on to the Website for online access. The balance shown may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Funds transfers will be made available in accordance with Bank's funds availability policy, as stated in Bank's Funds Availability Disclosure at: <https://www.amerisbank.com/About/Resources/Notices-Disclosures/Funds-Availability>. If there are insufficient funds in an account from which you are requesting a funds transfer, the transfer will not be made.

- 1.22. **Transfers between accounts at Bank and accounts you hold at another institution ("external funds transfers").** You may transfer funds between your eligible deposit accounts and certain deposit or investment accounts owned by you at another U.S. financial Institution. These are referred to as "**external funds transfers**". You can: (1) transfer funds from an account owned by you at another U.S. financial institution, to your Bank account; or (2) transfer funds from your Bank account to an account owned by you at another U.S. financial institution. There is a fee for each external funds transfer from your Bank account to an account owned by you at another U.S. financial institution. See the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf> for details. For new customers during the first thirty (30) days after account opening, external funds transfers received from another U.S. financial institution will be available on the fifth (5th) business day after the funds are received. However, Bank at its discretion may delay the availability of any external funds transfer received from another U.S. financial institution. We may request that you verify your identity or confirm a requested transfer before processing a transfer request.

Accounts that are eligible for you to use to make external funds transfers include: (i) personal checking accounts; (ii) personal savings accounts; and (iii) personal money market accounts. Your business accounts, and certain fiduciary accounts, are ineligible. The type of permissible recipient account at



another institution also is subject to the receiving institution's rules; other financial institutions restrict transfers into and out of certain account types. Check your other financial institution's terms and conditions may restrict and imposed conditions on incoming and outgoing transfers. We are not responsible for the actions of the recipient financial institution relating to external funds transfers, such as its rejection of the transfer, or its failure to respond to our account validation requests. Further, you must have sufficient available funds in your account designated for an external funds transfer to another institution, on the day that we initiate the transfer. If the funds in that account are not sufficient, we may refuse to initiate the transfer.

There are three types of external funds transfers that you may make to another financial institution. Allow at least one Business Day prior to the requested scheduled date.

- i. one-time transfer for earliest available processing
- ii. scheduled one-time transfer for which processing is initiated on a date that you specify
- iii. scheduled series of transfers for which processing is initiated on dates and in the frequency that you specify

Allow at least one You may stop or edit any scheduled external transfer (including recurring funds transfers) as long as we have not begun to process the transfer. See the instructions for external funds transfers for more information. There is no charge for stopping a scheduled external transfer. Once Bank has begun processing an external funds transfer, it cannot be stopped, cancelled, or modified.

1.23. **Limits on external transfers.** We may impose conditions or limits on the number or type of external funds transfers you make, or the amount of money that you want to transfer using this Service, or all of the foregoing, as we determine in our sole discretion. The current conditions and limits may be reviewed at: <https://www.amerisbank.com/Bill-Pay-Transfer-Limits>.

1.24. **Zelle Service; Standard Terms and Conditions for Use of the Zelle Network®.** Bank participates in the Zelle Network provided by Early Warning Services, LLC ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Zelle Service"). Zelle for consumer accounts is a free service. Financial institutions like Bank that have contracted with Zelle are referred to as "Network Banks." Zelle's terms and conditions apply specifically to the use of the Zelle Service; to the extent of a conflict between the other terms in this



Agreement, and these Zelle Service terms and conditions, then the Zelle Service terms and conditions will govern. The terms and conditions that govern the Zelle Service are located at:

<https://www.amerisbank.com/AmerisBank/media/Documents/Zelle-Terms.pdf>.

The current limits may be reviewed at: <https://www.amerisbank.com/Bill-Pay-Transfer-Limits>.

## 1.25. **Bill Pay Service.**

**Setting up Bill Pay Service.** Bank offers the ability to register certain external, third-party accounts to receive one-time or recurring payments from you on a scheduled basis. To use this Service, you will need to complete and submit an application for the eligible account that you have elected to use. If you change or add Bank accounts to be drafted for payments, you will need to repeat the application process. Once Bank has processed your application you will be able to register eligible payees and schedule payments.

**Accounts eligible for Bill Pay Service.** Accounts that are eligible for this Service are accounts owned by you or held for your benefit and include specifically: (i) most personal checking accounts; (ii) health savings accounts; and (iii) personal money market accounts. Some personal checking accounts, including Opportunity Checking, are not eligible for Bill Pay Service, therefore it will not be available for those checking accounts. Your business accounts are not eligible.

**Eligible payees.** You can set up payments to be made to individuals, businesses, and government agencies located only in the United States, and Guam, Puerto Rico, U.S. Virgin Islands, and U.S. military bases located outside of the United States and Guam, Puerto Rico, and the U.S. Virgin Islands, and as long as the payment can be made without violating any Applicable Law. Payments cannot be made in any non-U.S. currency, or to any recipients in any other country or jurisdiction. Payments made to any person on OFAC's Specially Designated Nationals list (SDN List) or otherwise blocked by action of federal, state, or local government, will not be processed.

**Payments to government agencies.** Bank has limited ability to research any payment made to government agencies. We are not responsible for any late fees or penalties that you may incur because a payment you have scheduled to a government agency fails or is delayed. You should not use this Service to make tax payments or any court-ordered payments, or to make payments to settle securities transactions.

**How to register payees.** To set up payments to an eligible individual, business, or government agencies, use the Add Payee function within the Bill Pay Service to find and add the intended payee. If the payee populates in the drop-down as you are entering the information, select the payee and click



add. If the requested new payee is not already listed, enter the entire name, and select add and enter the required information. Be very careful when entering payee information and payee account information. We are not responsible for any late fees, finance charges, or other losses resulting from your entry of incorrect payee information or account information. Be aware that payees you have designated periodically may request that you update or change their remittance address or electronic routing information, so you should check for changes and update this information promptly. Make sure you verify that the payee information for a scheduled payment is correct prior to payment. You can review the payee information that you have registered.

**Method of payment.** Payments are remitted to payees by electronic methods when possible. Any remittance not made by electronic methods will be sent by paper check through the U.S. mail system, which typically takes longer than payments remitted by electronic methods. In some cases, payments originally set up to be paid by electronic means, may for various reasons be changed to payment by check, and you may not always be notified of this change. Payees who receive electronic payments are indicated on the payment scheduling screen. Payees who receive electronic payments will have an “Earliest Delivery By” date of the next Business Day.

**Expedited payments.** You can request one-time, immediate payment to an eligible payee. If you elect this expedited payment option, you acknowledge that: the payment will be irrevocably made and not cancellable or reversible; and you must pay a fee for the expedited payment at the time of payment as Stated in the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf>. You will be asked to accept terms and conditions applicable to Bank’s processing of your expedited payment request.

**Scheduling payments.** You may schedule payments at any time and on any days (including weekends and holidays) except any time in which the system is unavailable for maintenance. Payments scheduled prior to the daily cutoff time on Monday through Friday will be processed the same day. Daily cutoff time is 3:00 PM Central/4:00 PM Eastern Time. Payments scheduled after processing cutoff or on a non-Business Day will be processed on the first Business Day thereafter. A one-time future payment may be scheduled up to 364 days in advance. A recurring payment may be scheduled to repeat weekly, every two weeks, every four weeks, monthly, twice a month, every two months, every three months, every six months, or yearly. A recurring payment may be scheduled to occur indefinitely or with a specific end date.

**Payment lead time.** The “Deliver By” date is the date that you enter for the payment to be delivered to the payee. For payments made by electronic transmission, the payment amount will be debited from, or charged to the



account that you designate on the scheduled Deliver By date. If the Deliver By date is not a Business Day, then the Deliver By date will be the prior Business Day. Check payments will be mailed with sufficient lead time to ensure the payment is delivered to the Payee no later than the “Deliver By” date. As a result, check payments may be received sooner than the scheduled Deliver By date. For payments made by paper check, the account you designate will be debited when the check is presented to us for payment which may occur before, on or after the scheduled Deliver By date. Some payees may require longer to process payments before the payment due date. Bank is not responsible for any late fees, finance charges, or other penalties if you do not allow the recommended time allowance for payment processing.

**Limits on Bill Pay transfers.** The maximum daily, and per transaction limits are as posted from time to time at: <https://www.amerisbank.com/Bill-Pay-Transfer-Limits>.

**Cancelling or modifying scheduled payments.** Payments scheduled for the current day may be cancelled or edited by you on-line without charge until the processing cutoff time. You may also place a stop payment by calling us, submitting your request through online banking, or coming into a branch location. If you call, we may also require you to put your request in writing and send it to us within fourteen (14) days. If you place a stop payment with us three (3) Business Days or more before payment is processed, we will be responsible for your losses or damages resulting from failure to stop payment. Also, you may be required to pay a Stop Payment fee.

**Stopping payments after processing.** Once Bank has started processing a scheduled payment, there is little we can do to stop it. You may contact us and request a payment in processing to be stopped, and we will attempt to cancel it, but cannot give any assurance of success. We will not be responsible for any losses or issues you experience due to our failure to stop a payment after processing has started. Also, you may be required to pay a Stop Payment fee.

**Available funds.** When you schedule a payment, you authorize Bank to withdraw funds from your designated account and make the payment you have scheduled to the designated payee. For electronic payments, you authorize us to withdraw the funds from the selected funding account on the Deliver By date. If an electronic payment is scheduled and funds are not available in the account selected, your account will become overdrawn. If you have an overdraft protection plan for the payment account, payments may be made from an associated overdraft protection plan and applicable overdraft charges will be assessed. You may be notified by e-mail or mail if your payment account is blocked or Bank terminates your use of Bill Pay Service.



Payments made with paper checks, whether generated through Bill Pay or otherwise, are processed and posted to the funding account in the same fashion as any check written from your account. We reserve the right to impose an Overdraft Fee on any payment that exceeds account available balance. For more information about Ameris Bank's overdraft practices, how fees are incurred and how you can avoid them, review the Overdraft Practices Disclosure for Consumer Accounts at:

<https://www.amerisbank.com/About/Resources/Notices-Disclosures/Standard-Overdraft-Practices-Consumer>.

**Account statements.** All payments and funds transfers made through use of the funds transfer Services and Bill Pay Services will appear on your periodic account statement(s). The transaction type, payment amount, and transaction date will be reflected for each payment made through those Services.

#### 1.26. **Stopping Payments.**

Stopping payments- preauthorized Bill Pay payments or funds transfers. If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these payments. Contact Bank at: <https://www.amerisbank.com/About/Resources/Contact-Us>, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after you call. We will charge you for each "Stop Payment" order you give. Please see the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf> for the Stop Payment fee. You can also place a Stop Payment request by navigating to More, Account Services, Stop Payments section of the Website. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Stopping payment on a check. Instructions for and important information relating to stopping payment on a check that you have issued on an account (a "**Stop Payment request**") are included in the associated deposit account agreement. Stop Payment requests are subject to fees that are stated in the Miscellaneous Services Pricing Guide at: <https://www.amerisbank.com/AmerisBank/media/Documents/Misc-Pricing-Guide.pdf>.

#### 1.27. **Regular account review; notification of discrepancies.** You should regularly and diligently review your account activity and your account statements to ensure that all of the transactions shown are accurate and that all of the activity information is accurate and complete. Contact Bank at:



<https://www.amerisbank.com/About/Resources/Contact-Us> as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

## 1.28. **Consumer liability.**

Tell us AT ONCE if you believe your debit card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of limiting your possible losses. If you tell us within two (2) business days after you learn of the loss or theft of your debit card or PIN, you can lose no more than fifty dollars (\$50) if someone used your debit card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lose after the sixty (60) days and you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving notice, we will extend the time periods.

Important notification time frames and other requirements and terms relating to your liability for unauthorized transactions are stated in the Electronic Fund Transfer Disclosure at:

<https://www.amerisbank.com/About/Resources/Notices-Disclosures/Electronic-Fund-Transfer-Disclosure>.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Ameris Bank no later than sixty (60) days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- i. Your name and account number (if any).
- ii. A description of the error and transfer in question.
- iii. An explanation as to why you believe it is an error, or why you need more information.



- iv. The dollar amount involved, the dollar amount of the suspected error.

**Liability for failure to complete transfers.** If we do not 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 your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your debit card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.

1.29. **Mobile Deposit Service.** The Mobile Deposit Service allows you to deposit checks electronically, using a Wireless Device, into an eligible account. Mobile Deposit Service generally is available for these accounts: eligible checking, savings, and money market deposit accounts. Bank may, in its sole discretion, elect to delay your enrollment of Mobile Deposit Service if you have recently opened the account to be used, or have removed accounts from the Mobile Deposit Service. You are allowed up to 10 mobile deposits per calendar day. In addition, a daily dollar limit and 21-day dollar limit apply



to mobile deposits. These dollar limits are presented in the mobile app when initiating a mobile deposit request. Bank may change these limits at any time.

Checks that are acceptable for mobile deposit are (i) checks made payable to you, (ii) with a current date, (iii) drawn on a U.S. Bank, and (iv) properly endorsed with your signature and the words "For mobile deposit only at Ameris Bank". We do not accept mobile deposit of money orders, cashier's checks, traveler's checks, or tax refund checks.

Each time that you use the Mobile Deposit Service, you represent and warrant to Bank that:

- i. You will only transmit checks for the Mobile Deposit Service that are valid payment obligations and that you have the right to deposit;
- ii. You will not transmit duplicate items;
- iii. You will not re-deposit or re-present the original item;
- iv. All information you provide to Ameris Bank is accurate and true;
- v. You will comply with this Agreement and all Applicable Law in making the deposit; and
- vi. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless Bank, Ameris Bancorp, and their officers, directors, employees, and agents (collectively, "**Bank Indemnitees**") from and against any loss, liability, or claims that are asserted against or incurred by any of the Bank Indemnitees by reason of your breach of any of the warranties above.

**Disposal of deposited checks.** Once you receive confirmation from Bank that we have accepted your check, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to never re-present the item. You agree to retain the check for 45 calendar days from the date of transmission of the image of the check. During that time, if we so request, you agree to promptly provide us with the check that you transmitted and have been retaining.

After 45 days, you must promptly destroy the check that you transmitted and had retained.



**Cut-off time; availability.** A cut-off time of 7:00 p.m. Eastern Time on Business Days applies to deposits made with the Mobile Deposit Service. Deposits submitted on weekends, federal holidays, and after 7:00 p.m. Eastern Time on a Business Day are processed the following Business Day. Typically, funds are made available on the next Business Day but delays may apply. We may delay availability of funds from any deposit you make through Mobile Banking, at our sole discretion and for any reason. All deposits are subject to verification and approval and can be adjusted upon review.

The email address you provide when making a mobile deposit will be used to notify you of your mobile deposit. This will not change any email address(es) that you have previously provided.

## MISCELLANEOUS TERMS AND CONDITIONS

- 1.30. **BANK'S LIMITATION AND DISCLAIMER OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES OF ANY TYPE OR NATURE; WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, IN ANY WAY CAUSED BY OR RELATING TO ANY OF THE SERVICES, THE WEBSITE, OR MOBILE APP, OR ANY TRANSACTIONS YOU MAKE OR FAIL TO MAKE IN USING ANY OF THE SERVICES; EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGES.
- 1.31. **BANK'S DISCLAIMER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES, OR ANY REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ANY SERVICES, THE WEBSITE, MOBILE BANKING APP, OR OTHERWISE UNDER THIS AGREEMENT. BANK EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BANK DOES NOT WARRANT THAT ANY SERVICES OR WEBSITE ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE WEBSITE AND ALL SERVICES ARE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 1.32. **Compliance with Applicable Law.** You must fully comply with Applicable Law in using the Services. We reserve the right to refuse to process any transaction we reasonably believe violates Applicable Law or we believe is made in connection with any unlawful transaction or activity, including, without



limitation, gaming, gambling, lottery, or similar activities. We will notify you if we do not process a transaction.

- 1.33. **MUTUAL MANDATORY ARBITRATION AGREEMENT.** Sections 1.33 through 1.39 contain a mandatory arbitration agreement (“**Arbitration Agreement**”). READ THIS ARBITRATION AGREEMENT CAREFULLY - IT SUBSTANTIALLY IMPACTS THE MANNER IN WHICH “CLAIMS” ARE RESOLVED. For purposes of this Arbitration Agreement, references to “**Bank**”, and “**we**” and “**us**” include Bank and Ameris Bancorp, as well as their respective affiliates within the Ameris Bancorp organization.

All Claims are subject to arbitration in accordance with this Arbitration Agreement. A “**Claim**” is any claim, cause of action, dispute, or controversy between you and Bank (except as described in the “Exclusions” section below), whether preexisting, present, or future, which arises out of or relates to this Agreement, the account or accounts that is/are the subject of this Agreement, or a previous related demand deposit (checking) account, money market account, savings account, or loan account (excluding any consumer loans secured by a dwelling and any home equity line of credit secured by a principal dwelling). “Claim” is intended to have the broadest possible meaning and includes, without limitation, initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. “Claim” includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance or common law, and claims in equity; and includes claims for money damages and injunctive or declaratory relief. “Claim” also includes disputes concerning your use of our website and communications involving telephones, cell phones and other Mobile Devices, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other Applicable Law involving telemarketing. Upon demand by you or us, any and all Claims will be resolved by individual (as opposed to class, collective, or representative) binding arbitration in accordance with the terms specified in this Arbitration Agreement.

- 1.34. **Exclusions.** Notwithstanding the foregoing, “Claim” excludes any dispute regarding (i) any individual action that you bring against Bank in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court, (ii) an action to prevent the infringement or misappropriation of either party’s respective intellectual property rights, (iii) the exercise of any self-help rights, including set-off, or (iv) any individual action in court by you or us that is limited to preventing the other from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action, or litigation (that is not a Claim) will not waive any



right of you or Bank to compel arbitration regarding any other dispute that is a Claim, pursuant to this Arbitration Agreement.

- 1.35. **Mandatory Initial Dispute Resolution Process.** Either party may initiate the dispute resolution process by providing the other party with written notice of the Claim by certified U.S. mail or recognized overnight courier (signature required) or, only if that other party has not provided a current physical address or has consented to the receipt of account communications by e-mail, then by e-mail. Our address for Notice is: Ameris Bank, Attention: Legal Department, 300 South Main Street, Moultrie, Georgia 31768 . The written notice (a “**Notice of Dispute**”) must (i) describe the nature and basis of the Claim; (ii) include the account number for the account(s) relevant to each Claim; and (iii) set forth the specific relief sought.

You and we will attempt to resolve the dispute through informal negotiation within sixty (60) days from the date that the Notice of Dispute is received. Any applicable limitations period shall be tolled during this sixty (60)-day initial dispute resolution period.

Neither you nor we may initiate an arbitration proceeding before the conclusion of the sixty (60)-day period from the time the Notice of Dispute is received, or otherwise absent full compliance with the process described in this Section 1.35 (collectively, the “**Mandatory Initial Dispute Resolution Process**”). You agree that you or we may seek any interim or preliminary relief from a court of competent jurisdiction, as necessary to protect your or our rights or property (including intellectual property rights) pending completion of the Mandatory Initial Dispute Resolution Process.

If the Parties do not reach an agreed upon resolution within the Mandatory Initial Dispute Resolution Process set forth above, then either party may initiate binding arbitration in accordance with this Arbitration Agreement as the sole means to resolve Claims.

- 1.36. **Location of arbitration; rules.** You and Bank agree that all Claims with respect to which you or us initiate arbitration under this Arbitration Agreement must be submitted to mandatory, binding arbitration in the State of Georgia before one neutral arbitrator who is licensed to practice law in the State of Georgia. This Arbitration Agreement and the arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., as amended, and administered by the American Arbitration Association (“**AAA**”), in accordance with its then-current Consumer Arbitration Rules, including, as applicable, its Mass Arbitration Supplementary Rules (“**AAA Rules**”). The AAA Rules are available online at: <https://www.adr.org/Rules>. If the AAA Rules are inconsistent with the terms of this Arbitration Agreement, the terms of this Arbitration Agreement govern.



The arbitrator may consider but will not be bound by rulings in other arbitrations where you and we were not both parties. The arbitrator shall rule on all issues, except that a court has exclusive authority: (i) to decide arbitrability issues, as well as disputes relating to the formation, existence, scope, validity, and enforceability of this Arbitration Agreement; (ii) to decide whether the parties have complied with the Mandatory Initial Dispute Resolution Process; (iii) to enforce the prohibition on class, representative, or private attorney-general actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with the terms of this Arbitration Agreement.

- 1.37. **Arbitral process.** Given that Claims will be arbitrated, you understand that neither you nor Bank will have the right to: (i) have a court or a jury decide a Claim; (ii) engage in information-gathering (discovery) regarding a Claim, to the same extent as in court; or (iii) participate in a class or other representative action in court or in arbitration regarding the Claim. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

A demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the Mandatory Initial Dispute Resolution Process in Section 1.35 and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would. To promote efficient handling of arbitration demands, if 25 or more similar demands are filed against Bank where representation of all parties is consistent or coordinated across cases, the AAA will promptly take steps to: (i) administer the demands in batches of 25 (plus a final batch consisting of any remaining demands); (ii) appoint one arbitrator for each batch; (iii) consider each batch as a single consolidated arbitration with one set of filing and administrative fees per side, one procedural calendar, one hearing (if any), and one final award (taken together, the “**Batch Arbitration Process**”); and (iv) take other steps as necessary for a speedy and efficient resolution of the demands. If the parties disagree on whether the Batch Arbitration Process in this Section 1.37 applies, or the AAA declines to implement this Batch Arbitration Process as set forth herein, the AAA will appoint a process arbitrator to decide that issue, who may prescribe procedures or revisions only to the extent necessary to resolve the disagreement or permit AAA to otherwise implement the Batch Arbitration Process. The Batch Arbitration Process does not authorize a consolidated, joint, or mass arbitration or action other than as set forth in this Section 1.37.



- 1.38. **WAIVER OF TRIAL BY JURY.** YOU AGREE THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU AND BANK ARE GIVING UP YOUR AND OUR RESPECTIVE CONSTITUTIONAL RIGHTS TO HAVE A TRIAL BY JURY AND ARE GIVING UP NORMAL RIGHTS OF APPEAL FOLLOWING THE RENDERING OF A DECISION, EXCEPT AS THE FEDERAL ARBITRATION ACT AND APPLICABLE LAW ALLOW FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS.
- 1.39. **CLASS ACTION WAIVER.** YOU AGREE THAT YOU AND BANK WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OTHER REPRESENTATIVE ACTION, OR ANY ACTION PURSUANT TO ANY STATUTE THAT ALLOWS RECOVERY ON BEHALF OF, FOR THE BENEFIT OF, OR OF AMOUNTS LOST OR SPENT BY OTHER INDIVIDUALS (INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY) OR THAT SEEKS PUBLIC INJUNCTIVE RELIEF.
- 1.40. **Entire agreement.** This Agreement (together with the other agreements, documents, disclosures, and instructions referred to in this Agreement) is the complete and exclusive agreement between you and us related to online access to and use of the Services. Any term or condition contained in this Agreement that is inconsistent with Applicable Law will be deemed to have been modified by us and applied in a manner consistent with Applicable Law.
- 1.41. **Waivers.** No delay or omission by us in exercising any rights or remedies hereunder will impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver will be valid unless in writing and signed by us.
- 1.42. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
- 1.43. **Governing law.** Subject to Section 1.36, this Agreement is governed by and will be construed in accordance with the Applicable Law of the State of Georgia, without regard to its conflict of laws principles.
- 1.44. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and will be stricken to the extent of the invalidity or unenforceability, and the other provisions will remain unaffected and in full force and effect.

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