AMERIS BANK

BUSINESS ONLINE BANKING AGREEMENT

Last updated: 10/28/2026

The following information represents the Business Online Banking Agreement between you and Ameris Bank ("Bank," "we," "our," "ours"). This Agreement, including, as applicable, the signature card, rate and fee schedule, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Agreement"), sets forth the terms and conditions governing the provision of Online Banking services to you or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. By signing this Agreement, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Customer has selected. Bank, in its sole discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to receive and review this Agreement for proper execution by an authorized signatory and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Bank. In order to activate the Service, you must have at least one Account with us linked to the Service. Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

ARTICLE I. DEFINITIONS.

The following terms and definitions apply when used in this Agreement.

1.1. "Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.

1.2. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

1.3. “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

1.4. “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

1.5. “Bill Payment Service” means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.

1.6. “Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

1.7. “Business Day(s)” means 8:30 a.m. to 6:00 p.m. Eastern Time Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

1.8. “Deposit Account Agreement” has the meaning provided in Section 10.7.

1.9. “Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

1.10. “Funds transfer” or “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.

1.11. “Online Banking” or “Service” means the service(s) described in this Agreement.

1.12. “Password” means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

1.13. “Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

1.14. “PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

1.15. “Transfer Day” means Monday – Friday, no later than 5:00 p.m., Eastern Time (Standard or Daylight). Holidays are not included. Other definitions may be set forth elsewhere in this Agreement.

ARTICLE II. SETUP AND USE OF ONLINE ACCESS SERVICES.

2.1. Eligibility.

We prohibit your use of any and all artificial intelligence (AI) agents to access or use any Software, Services or other online banking features of this website. If you nonetheless provide an AI agent with your login credentials or otherwise authorize an AI agent to act on your behalf in using any Software, Services, or other online banking features of this website, then any instructions, actions, or transactions initiated by the AI agent are deemed to have been initiated and fully authorized directly by you, without further verification, and we have no obligation to investigate the validity or scope of such authority; in addition, you assume the entire risk for the fraudulent, unauthorized or otherwise improper use of your login credentials and any and all resulting loss and liability. You must be an authorized User of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account under common ownership, we will “link” the Accounts together. Accounts which are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. The Service will not automatically link together Accounts with different ownerships or business accounts with personal accounts. In order to link such Accounts together you must enroll in Bank’s Cash Management Service. Upon Enrollment in the Service, you must designate a User Name and Password (the User Name and Password collectively are referred to as the “Access Codes”), required to gain access to Online Banking. “Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

2.2. Security Procedure.

The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Codes from time to time for security reasons. You should keep your Access Codes in a very secure location. Any person having access to your Access Codes will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.

2.2.1. You agree to comply with the “Security Procedures” and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.2.2. You agree to appoint and designate, in the enrollment form for online banking, an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent Access Codes, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Bank will provide Customer's designated Administrator, through United States postal mail, e-mail and/or other delivery service selected by Bank at Bank's option, with an Access Code to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands the Administrator has the capability of providing administrative privileges identical to the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer shall review and confirm all administrative privileges granted to the Administrator and each User to ensure that only the administrative privileges intended by Customer are granted to the Administrator and User. Bank shall have no liability for administrative privileges granted by the Administrator to any User or Administrator and Customer will indemnify and hold Bank harmless from any losses, damages, costs, claims or demands arising from or in any way related to such a grant of administrative privileges by ay Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Bank and Customer, including but not limited to this Agreement.

2.2.3. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device, and in any event no less frequently than every six months. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking

such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by your, your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

2.2.4. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

2.2.5. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes. You must log on to Online Banking at least once every 90 days. Failure to do so may result in your Account being removed from the Service, at which point you will have to re-enroll in Online Banking to regain access to the Service.

2.4. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the “Hardware”). You also must provide the type of high-speed Internet access required by the Hardware and/or Software. We will provide you with a Hardware and Software list of requirements upon request. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services’ website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Bank may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

ARTICLE III. BUSINESS ONLINE ACCESS SERVICES.

3.1. Available Services.

Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Balances are updated as transactions are processed, but there may be some delay and balances may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts. (Note: histories of recent transactions generally extend for the current and previous account statement periods.)
5. Depending on the type of loan, transfer money to make loan payments.
6. Depending on the type of loan, transfer money from Line of Credit to transactional accounts.

7. Communicate directly with Bank via the Online Banking secure message center.
8. Download account information in various formats for use with certain financial software programs and/or spreadsheets. (Note: we are not responsible for the accuracy of data or for its integration with financial software)
9. Issue stop payment orders.
10. View check images.
11. Set-up and receive Account Alerts.
12. View Account statements.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Customers using Bank's Treasury Service products and services, such as ACH Origination, Wire Transfer, Positive Pay, etc. in conjunction with the Business Online Banking service must also execute the applicable Treasury Services product and service agreement(s).

3.2. Additional Services.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.amerisbank.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

3.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

3.4. Vendor.

You acknowledge and agree that the Service is provided by an independent third party service provider ("Vendor") as selected by Bank, and that both the Vendor and the

Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

ARTICLE IV. ADDITIONAL INFORMATION ABOUT THE SERVICES.

4.1. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the previous Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.2. Processing Fund Transfers.

We can process a Transfer no later than 11:00 P.M., Eastern Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer may be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we will refuse to make the Transfer or Payment. In such event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

4.3. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

4.4. Electronic Communications and Notifications.

4.4.1. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on email if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling the Ameris Bank Customer Service Center (see Section 10.6). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section 10.1.

4.4.2. Account Notifications.

You may have the ability to set up an “Account Notification,” which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Notification when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Notification. Account Notifications do not replace standard communications you received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Notification is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date using the Service.

4.4.3. Secure Messaging.

You may communicate with us using the Secure Messaging feature offered as part of the Service. You agree not to use this feature to conduct transactions on an Account, to seek to accomplish any of the available services listed in Section 3.1, or to provide us with instructions or notice. We may post messages for you in the secure location of our website. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date using the Service. You will be deemed to have “received” the message upon receipt and opening of the e-mail message, or by the next business day after we post it to the website and send you a notification of availability, whichever occurs earliest. We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Bank immediately by calling the Ameris Bank Customer Care Center (see Section 10.6).

For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.

4.5. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, the Online Banking transaction will post immediately and the other electronic funds transfer may cause the account to be overdrawn if there are insufficient funds to cover both transfers

4.6. Ameris Bank Bill Payment Service.

The Business Online Banking Disclosure (the “Agreement”) specifically governs your use of the Online Bill Payment Services in conjunction with the Business Online Banking Disclosure.
By enrolling for Online Bill Pay or using Online Bill Pay, you agree to the terms of this Attachment and the Consumer Online Banking Disclosure. Please read this Agreement carefully and keep a copy for your records. Online Bill Pay is an optional feature of Business Online Banking. In order to enroll for Online Bill Pay, you must first enroll for Business Online Banking. Online Bill Pay is a service that allows you to setup single or recurring payments to businesses and individuals.

4.6.1. Online Bill Pay Enrollment and Adding Accounts.

Once you complete the Online Bill Pay application process the Bank will review your information. Until your application is processed you will not be able to schedule payments. If you choose to add a new account to fund payments the same process will be completed.

4.6.2. Accounts.

Online Bill Pay may be used to schedule payments from Checking, Savings, and Money Market accounts.

4.6.3. Foreign Payees not Permitted.

You can set up payments in U.S. dollars to individuals and businesses in the United States, including Guam, Puerto Rico, U.S. Virgin Islands, and international U.S. Military

bases. Payments are not permitted to any international location not specifically listed above or in any non-U.S. currency.

4.6.4. Payees Permitted.

Bill payments may be made to individuals, businesses, and government agencies (see section 4.6.5). Bill payments made to any entity blocked by action of the federal, state, or local government will not be processed, and you will be notified. Do not use Online Bill Pay to make payments to settle securities transactions.

4.6.5. Payments to Government Agencies.

Bill payments may be made to government agencies. Bank and Bank's affiliates have limited ability to research any bill payment made to government agencies because of strict adherence to the Consumer Privacy Act. Bank specifically will not be responsible for any late fees or penalties incurred for any payment scheduled via Online Bill Pay to any government agency. We strongly discourage the use of Online Bill Pay to make tax payments and any court-ordered payments. Under no conditions whatsoever will we be liable for any fines, late fees, or other damages resulting from your use of Online Bill Pay to schedule a tax payment or court-ordered payment.

4.6.6. Payee Setup.

To set up payments to a new merchant/vendor/individual ("Payee"), use the *Add Payee* function to find and add the 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. Once the new payee is entered, you can schedule payment to the new payee immediately. 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. From time to time payees will request use of new remittance address or electronic routing information. You are responsible for verifying each payee is set up correctly at the time of payment. To verify payee information prior to scheduling payment, select the payee and choose *edit*. In the *Edit Payee Details screen* you may edit any information that has changed and click *Save Changes*.

4.6.7. Method of Payment.

Payments are remitted to payees by electronic methods where possible. Any remittance not made by electronic methods will be sent by paper check through the U.S. mail system. Payees who receive electronic payments are indicated on the payment scheduling screen. The bill pay provider regularly transitions payees to and from the electronic channel without notice to the customer, the Deliver By date will remain constant. See section 4.6.9 for details on debit processing time.

4.6.8. Expedited payments.

The Ameris Bank Expedited Payments Service allows you to make a one-time immediate payment to your payee. This feature will transmit your payment, through Ameris Bank's Bill Pay service, and makes it available to your payee faster than our free bill pay service's expected delivery time. By sending this payment, you agree that 1.) All payments transmitted are final and cannot be reversed, 2.) you understand that you will be charged a one-time convenience fee as shown on screen at the time of payment, and 3.) you have read and agree to this, the Expedited Payments terms and conditions.

4.6.9. Payment Processing Days.

Payments may be scheduled 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 daily cutoff time Monday through Friday will be processed the same day. Daily cutoff time is 3:00 PM Central/4:00 PM Eastern. Payments scheduled after processing cutoff or on a weekend or Federal Holiday will be processed on the first banking day thereafter.

4.6.10. 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 a weekend or non-bank business day, then the Deliver By date will be the prior bank 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 suggested time for payment processing.

4.6.11. Payment Minimum and Maximum Amount.

The maximum daily and per transaction limits are posted from time to time at https://www.amerisbank.com/Bill-Pay-Transfer-Limits.

4.6.12. Payment Change or Stop Payment Before Processing.

Payments scheduled for the current day may be cancelled or edited by you on-line without charge until the processing cutoff time listed above. You may also place a stop payment by calling, submitting 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 14 days. If you place a stop payment with us three business days or more before payment is processed, we will be responsible for your losses or damages resulting from failure to stop payment. A Stop Payment fee may be assessed.

4.6.13. Stop Payments After Processing.

Once a payment has been processed, you may call, enter a request through Online Banking or come to a branch and request a payment be stopped. We will attempt to stop the payment but are not responsible for any losses if we cannot stop the payment. You may be assessed a stop payment fee.

4.6.14. Future Payment Scheduling.

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, 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.

4.6.15. Funds Availability.

You authorize Bank to withdraw funds for any scheduled electronic bill payment 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, two additional attempts will be made to withdraw funds to cover the bill payment. In each attempt where there are not funds to cover the payment, an overdraft charge will be assessed. If there is an overdraft protection plan in place, payments may be made from an associated overdraft

protection plan and applicable overdraft charges will be assessed. If after the third attempt to withdraw funds to cover the payment is unsuccessful, the account may be blocked for further bill payments and your Online Bill Pay service may be discontinued at our option. You may be notified by E-mail or mail if an account is blocked or Online Bill Pay service is discontinued. 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 the account. We reserve the right to impose a non-sufficient funds fee on any payment that exceeds account available balance. For more information about Ameris Bank overdrafts, how fees are incurred and how you can avoid them, go to https://www.amerisbank.com/About/Resources/Notices-Disclosures/Standard-Overdraft-Practices-Business.

4.6.16 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.

ARTICLE V. LIMITATIONS.

Your use of these Services is subject to the following limitations:

5.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

5.2. Frequency.

There may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.3. Foreign Transactions.

No Payments may be made to Payees outside the United States.

5.4. Additional Limitations.

Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

ARTICLE VI. PARTIES' RESPONSIBILITIES.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

6.1.1.1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

6.1.1.2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to

educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

6.1.1.3. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

6.1.2. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

6.1.3. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of

any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.1.4. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

6.1.5. Payment for Services.

6.1.5.1. You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.

6.1.5.2. The Bank may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

6.1.5.3. You authorize the Bank to deduct all applicable Monthly Fees from any Account linked to the Service. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement.

6.1.5.4. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.1.6. Use of Services.

You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A “CONSUMER” UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, “REG. E”).

6.1.7. Prohibited Transactions.

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement. Federal laws prohibit US citizens and businesses from sending money, making payment, or conducting business with certain countries and entities believed to be terrorists, criminals, or enemies of the United States. This law is enforced by the Office of Foreign Asset Control. The payees on all payments made through the Business Online Banking bill pay service are checked against government lists. Payments made to any payee found to match an entity or person on a government list will not be completed. You will be notified when this occurs. The bank is not liable for any damages or liability the maker may incur due to cancellation of the payment in accordance with federal law.

6.2. The Bank’s Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all

attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

6.2.1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

6.2.2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Firefox, Edge, Chrome, Safari or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

6.2.3. Any Transaction or instruction.

We will not honor a request for a Transfer if: (a) it exceeds your collected and available funds on deposit with the Bank; (b) it is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other

requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) it is for the protection of the Bank or you, the Bank has reasonable cause not to honor.

ARTICLE VII. PRIVACY AND CONFIDENTIALITY.

7.1. Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

7.2. Confidential Information.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Agreement is confidential. Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by Bank or by third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally

available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to you by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of this Agreement.

ARTICLE VIII. TERMINATION.

8.1. Termination Upon Written Notice.

Either you or the Bank may terminate this Agreement and your Online Banking subscription at any time upon giving at least ten (10) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

8.2. Immediate Termination.

Notwithstanding Section 8.1, Bank may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Bank's sole discretion, Bank determines that you have abused the Online Banking Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

8.3. Termination for Failure to Return Signed Agreement.

Notwithstanding Section 8.1, Bank will terminate this Agreement without notice if you have failed to return to Bank a signed Agreement within ten (10) days of your enrollment in the Service.

8.4. Rights Cumulative.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

8.5. Rights/Duties Upon Termination.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

ARTICLE IX. CHANGES IN TERMS AND OTHER AMENDMENTS.

The Bank may amend the terms of this Agreement and/or alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion. Will post the revised Agreement on our website so please check it regularly to ensure you have reviewed the most current version of this Agreement. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Bank and agreed to by the Bank in writing.

ARTICLE X. OTHER PROVISIONS.

10.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Bank's Electronic Statement Delivery Authorization and Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through e-mail except as provided in this Section 10.1 and in Section 4.4.3. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use e-mail. Instead, you should call us at the number provided in Section 10.6.

10.2. Hours of Operation.

Our representatives are available to assist you Monday – Thursday, 8:30 A.M. – 6:00 P.M. (ET), Friday, 8:30 A.M. – 7:00 P.M. (ET) and Saturday, 8:30 A.M. – 1:00 P.M. (ET). You may contact the Customer Service Center by calling the number provided in Section 10.6.

10.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

10.4. Web-linking Practices.

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than

that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

10.5. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

10.6. Contact Information.

In case of questions about your electronic transactions contact the Ameris Bank Customer Service Center at:

Ameris Bank PO Box 105075, Atlanta GA 30348
Attn: Customer Service Center
Phone: 866-616-6020

10.7. You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

10.8. Effective Dates.

The terms and conditions will apply and be effective on the date of posting, unless another effective date is stated. 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.

10.9. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

10.10. Limitation of Liability.

YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER

PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

10.11. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

10.12. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

10.13. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

10.14. ARBITRATION AND WAIVER OF JURY TRIAL. YOU AND BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND BANK, OR BETWEEN YOU AND ANY OF BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B)

YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

10.15. Governing Law.

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions and without regard to your state of residence.

10.16. Enforcement.

In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting there from shall be in a court of appropriate jurisdiction in the State of Georgia. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

10.17. Miscellaneous Provisions.

10.17.1. Headings.

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

10.17.2. Severability.

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

10.17.3. Waiver.

No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

10.17.4. Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assigns of the parties hereto.

10.17.5. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

10.17.6. Transfers and Assignments.

You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

1. Electronic Agreement. You are agreeing to enter into this Business Online Banking Service Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Service as set forth in this Agreement.

2. Electronic Records Disclosure. To enroll for Business Online Banking, you must agree to receive certain information and disclosures electronically prior to enrollment. You have the right to withdraw consent to receiving information electronically by making written request to Ameris Bank, Attn: Electronic Banking, PO Box 105075, Atlanta GA 30348. If you withdraw consent to receive information electronically, you will not be able to use Business Online Banking. The following information may be provided by electronic communication:

- Business Online Banking Service Agreement
- Ameris Bank's Privacy Policy
- Notices of changes to any of the agreements listed above

- Balance, Activity, and other information on accounts
- Inquiries or notices to you about transactions made using Business Online Banking and/or Bill Pay
- Inquiries or notices to you concerning resolution of any claimed error on your periodic statements

Any notice, record or other type of information that is provided to you in connection with your accounts or the Service, such as account disclosures, change-in-terms notices, fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice. A Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it.

We reserve the right to send a Notice in paper format by postal mail.

To obtain a free copy of any of the Agreements or Disclosures in paper form: (a) send a written request to Ameris Bank at the address listed above, listing the specific documents requested; or, (b) come to any Ameris Bank office and request a specific document. This consent applies to any and all accounts you access through Business Online Banking and to any and all accounts you apply for using Business Online Banking. This consent also applies to any Stop Payments you initiate online.