



## CONSUMER PAPERLESS CONSENT DISCLOSURE

### WHAT YOU SHOULD KNOW

To receive paperless deposit and loan statements and notices, you must agree to receive certain information and disclosures electronically prior to enrollment. If you do not consent to receive information electronically you have the right to indicate “I do not agree” in the manner described at the end of this agreement. You have the right to withdraw consent to receiving information electronically through online banking or by making a written request either to Electronic Banking Dept, PO Box 105075, Atlanta GA 30348 or to your local personal banker. If you withdraw consent to receive paperless statements or notices, you will not be able to receive your statements or notices electronically. You agree that the bank can terminate paperless statements or paperless notices and revert to printed mailed statements and notices for any reason at any time.

**Joint Accounts:** Any owner may request a paperless statement or notice. The paperless statement or notice will eliminate the printed statement entirely. Paper statements and notices will not be mailed to other owners of the account. However, if both owners of an account wish to have individual access, both will need to enroll and have separate login information for online banking. Any account owner may cancel a paperless statement or notice. You are strongly encouraged to obtain the agreement of all account owners prior to implementing this agreement.

To obtain a free copy of your paperless statement or notice with disclosures in paper form: (a) print the statement or notice with disclosures from the screen or (b) download the statement or notice with disclosures to your hard drive or storage service. The download will be an adobe .pdf file. You will need an acceptable PDF reader to accomplish this.

To obtain a duplicate copy of your paperless statement or notice with disclosures (a) send a written request to paperless statement Delivery at the address shown above listing the specific statement or notice with disclosures requested or (b) come to any branch and request a specific statement or notice with disclosures.

The following information may be provided by electronic communication if paperless is elected:

#### 1. Checking, Savings, Money Market and Certificate of Deposit statements and notices

- Periodic Statements for Checking, Savings and Money Market Accounts
- New Stop Payment Notice
- Inactive/Dormant/Escheatment Suspect Notice
- Overdraft Notice
- Old Overdraft/Daily Fee Notice
- Miscellaneous Returns Notice
- Confirmation of Transaction Notice
- New Loan Notice
- Maturity Notice
- Excessive Transaction Notice



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- Renewal Notice
- Interest Notice
- Past Due Notice
- Delinquent Notice
- Transfer Notice
- Truth in Savings Disclosures for Periodic Statements
- Notice of Changes as required under Truth in Savings, the Electronic Funds Transfer Act, and the Expedited Funds Availability Act
- Electronic Funds Transfer Act Error Resolution Disclosure for Periodic Statements

### 2. Billing Statements for Personal Reserve Accounts

- Truth in Lending Disclosures for Periodic Statements
- Truth in Lending Change in Terms Notices
- Truth in Lending Billing Rights Summary

### 3. Retirement Plan notices

- Service Charge Notice
- Distribution Notice
- Under Distribution Notice
- Withholding Election Notice
- Required Minimum Distribution Notice

### 4. Loan Processing Statements and Notices

- Revolving Credit Statements
- Total Line of Credit Statements
- Loan Statements
- Payoff Quote Letter
- Advice of Rate Change
- Reg Z Advice of Rate Change
- Pending Change Notice
- Amortization Schedule
- Variable Plan Amortization Schedule
- Last Payment Notice
- Loan Information Letter



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- Past Due Notice
- Interest Paid by Account Statement
- Interest Paid by Note Statement
- Loan Year-to-Date Activity
- Escrow Shortage Notice
- Payoff/Transfer Escrow Account Disclosure Statement
- Annual Escrow Account Disclosure Statement
- Initial Escrow Account Disclosure Statement
- Escrow Adjustment Notice
- Tax Bill Request Notice
- Escrow Insurance Premium Notice
- Escrow Insurance Expiration Notice
- Notice of Cancellation Date for Private Mortgage Insurance
- Notice of Termination of Private Mortgage Insurance
- Notice of Grounds for Not Terminating PMI
- Notice of Grounds for Not Cancelling PMI
- Annual Notice for Residential Mortgage Transactions
- Annual Notice for Existing Residential Mortgages

### 5. Tax Documents

- 1098 Mortgage Interest Statement
- 1098-E Student Loan Interest Statement
- 1099-A Acquisition of Abandonment of Secured Property
- 1099-B Proceeds from Broker and Barter Exchange Transactions
- 1099-C Cancellation of Debt
- 1099-DIV Dividends and Distributions
- 1099- Int Interest Income
- 1099- MISC Miscellaneous Income
- 1099-OID Original Issue Discount
- 1099-Q Payments from Qualified Education Programs
- 1099-R Distributions from Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAS, Insurance Contracts, etc.

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- 1099-S Proceeds from Real Estate Transactions
- 1099-SA Distributions from an HSA , Archer MSA, or Medicare Advantage MSA
- 5498 IRA Contribution Information
- 5498-ESA Coverdell ESA Contribution Information
- 5498-SA HSA, Archer MSA, or Medicare Advantage MSA Information
- Combined 6807-1098 Loan Year-To-Date Activity / Mortgage Interest Statement
- Ameris Bank's Statement of Privacy Principles and any changes thereto
- Any disclosure that would normally be delivered via a deposit or loan statement mailing that may be required by law or regulation.

By entering into this Agreement, you understand that the bank will cease providing you with monthly, printed account statements and/or printed notifications mailed to your mailing address of record, and that all future account statements and notifications will be made available to you via the internet.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your paperless statement and paperless notices for each of your bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the Internet is inherently insecure and that all data transfers occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing e-statements and e-notices will not be monitored or read by others.

This consent applies to any and all deposit account and loan statements and notices which you are electing to receive electronically via the paperless enrollment form.

To access your paperless statements and notices with disclosures, you must have a personal computer (PC) or Macintosh computer with a working connection to the internet.

You agree to keep us informed of your current e-mail address(s) by advising us of changes in writing at the address shown above or by contacting the bank. You will receive notification of paperless statement availability via e-mail or sms text message. (Standard message rates may apply from your mobile provider.)

You must ensure the confidentiality of your password(s) and you agree to indemnify, defend, and hold harmless the bank and its successors, assigns, affiliates, officers, employees, directors and agents against any loss, claims, damages, judgments, awards, legal obligations, costs or expenses, including, without limitation, all fees and expenses of the bank's counsel based upon, arising out of, or related in any way to honoring this request.

From time to time we will conduct system upgrades. We will inform you of any revised hardware or software requirements that may be in effect after the upgrade to allow you to continue to access your statement or notices with disclosures electronically. However, should any of these upgrades impair your ability to access

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your paperless statements or notices with disclosures, you have the option of withdrawing your consent to paperless statement and paperless notice access with no cost or consequence to you. Upon termination of this agreement by you or by us, a new agreement will be required to reinstate this service.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PAPERLESS STATEMENTS OR PAPERLESS NOTICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT PAPERLESS STATEMENTS OR PAPERLESS NOTICES WILL OPERATE WITHOUT ERROR, OR THAT PAPERLESS STATEMENTS OR PAPERLESS NOTICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF PAPERLESS STATEMENTS OR PAPERLESS NOTICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH PAPERLESS STATEMENTS OR PAPERLESS NOTICES.

This agreement shall be governed by the laws of the United States and by the laws of the State of Georgia to the extent applicable and by regulations of any governmental agency having jurisdiction over us. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the bank's successors and assigns. This Agreement constitutes the entire agreement between you and the bank with respect to the subject matter of this Agreement and there are no understandings or agreements related to this Agreement that is not fully expressed herein.