



**NOTICE OF CHANGE IN TERMS (“NOTICE”) TO DEPOSIT ACCOUNT AGREEMENT AND OTHER DISCLOSURES, ONLINE BANKING AGREEMENT AND DISCLOSURE, AND ZELLE® TERMS OF SERVICE**

Thank you for being a valued Frost Bank customer. This Notice highlights important changes to the terms of your Deposit Account Agreement and Other Disclosures and Online Banking Agreement and Disclosure, as well as the Frost Bank Zelle® Terms of Service to be effective on the dates specified below (each an “Effective Date”).

On and after the applicable Effective Date, the Deposit Account Agreement and Other Disclosures, Online Banking Agreement and Disclosure, and Zelle Terms of Service (collectively, the “Agreements”) included with this Notice will amend and replace your current Agreements with Frost Bank and these new terms and conditions will be applicable to your deposit account and your use of online banking services and Zelle.

If you continue to use your account(s) or keep your account(s) open after the Effective Date, the Agreements will include these new and updated terms and conditions and will apply to you and your account. In addition, your use of Frost Online Banking Services, including the Frost App, after November 6, 2019, constitutes your agreement to the changes to the Online Banking Agreement referenced below.

The changes are summarized below. You can review the updated Agreements by visiting [frostbank.com](http://frostbank.com), clicking on the Agreements & Disclosures link located at the bottom of the homepage and selecting one of the links below. A printed copy is available upon request.

- Deposit Account Agreement and Other Disclosures effective November 1, 2019.
- Online Banking Agreement and Disclosure effective November 6, 2019.
- Frost Bank Zelle Terms of Service effective November 6, 2019.

Please review this Notice and keep a copy with your important records. If you have questions regarding this Notice or the terms of the Agreements, please call us 24/7 at (800) 513-7678.

**CHANGES TO YOUR DEPOSIT ACCOUNT AGREEMENT AND OTHER DISCLOSURES  
EFFECTIVE NOVEMBER 1, 2019**

Frost Bank Deposit Account Agreement and Other Disclosures will apply to your account(s) on the Effective Date. It includes changes to terms and conditions for your account. Those changes to the terms and conditions are summarized below. Capitalized terms have the meanings provided in the Deposit Account Agreement and Other Disclosures.

- (1) Revised Agreement “Table of Contents” to reflect revised Agreement section titles and new Agreement sections.
- (2) Revised Agreement language to make conforming language changes regarding cross-references, removal of references to MasterCard and ATM cards, defined terms and consistency of terminology throughout.
- (3) Added definitions for “Business Account,” “Hold,” “Legal Process,” “Personal Account,” and “Security Procedures” to Section II (Definitions).
- (4) Section III.C. (Fraud and Loss Prevention; Legal Process; Legal Compliance; Reservation of Rights) has been revised regarding Account Hold reasons and process. Provisions regarding Customer disclosure obligations and Bank’s corresponding rights regarding Customer profits derived directly or indirectly from sales of cannabis, industrial hemp, hemp-derived or CBD products have been added to this section.
- (5) Revised Section III.D. (Account Termination) regarding Account termination process and requirements when the Account is terminated either by Customer or Frost.
- (6) Added new Section III.F. (Frost Bank Property, Branch and ATM Code of Conduct) to implement new Customer code of conduct requirements.
- (7) Revised Section IV.C. (Consent to Autodialed and Prerecorded Phone Calls and Text Messages) to revise the title of this section to “Consent to Autodialed and Prerecorded Phone Calls and Text Messages; Consent to Fraud Alert Text Messages and Email Communications; Consent to Geo-Location Based Fraud Prevention.” Provisions regarding Customer granting the Bank prior express consent for the Bank and Bank’s third-party providers to (1) send autodialed text message fraud alerts and email fraud alerts to any phone number (including any mobile phone number) and email address provided by Customer to Bank, and (2) for Bank and Bank’s third-party service providers to use Customer’s unique mobile device ID, mobile device location services, IP address for laptop or desktop computers, and security tokens or cookies that Frost may place on Customer’s mobile or other devices for fraud prevention purposes have been added to this section.
- (8) Revised Section VI.D. (Deposit Rules), Subsection (1) (Endorsements), to clarify endorsement requirements and require specific mobile deposit endorsement language for all checks deposited via Frost Digital Deposit services, and to clarify missing endorsement and multi-entity endorsement issues.
- (9) Revised Section VI.E. (Withdrawal Rules), Subsections (6) (Power of Attorney) and Subsection (7) (Agents), regarding power of attorney presentation, acceptance, rejection and related agent appointment issues.
- (10) Revised Section VI.E. (Withdrawal Rules), Subsection 10 (Facsimile Signatures) to add Customer signature stamps as a type of Customer facsimile signature.
- (11) Revised Section VI.I. (Stop Payment Orders) to change section title to “Stop Payment Orders for Checks,” and to remove all references to stop payment order requests for non-check transactions. Added language to this section to provide clarity with regard to the stop payment order process for checks. Removed provisions regarding stop payment orders for one-time and recurring debit card, electronic funds transfer and ACH transactions, which are now contained in Section X.B. of the Agreement as described further below.
- (12) Revised Section VI.O. (Account Statements) regarding statement availability and Customer “hold statements” requests.
- (13) Former Section VI.R. (Notices) is replaced by new Section VI.R. (Cash Vault Services and Smart Safe Services) to add provisions regarding Bank’s Cash Vault services and Smart Safe services.
- (14) Text of former Section VI.R. is renumbered as new Section VI.S. (Notices).
- (15) Revised Section VII.A. (Funds Availability Policy Disclosure) to clarify when a mobile deposit check item or other remote deposit check item is deemed “received” by the Bank for funds availability purposes.
- (16) Revised Section X.B. (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau’s Regulation E), Subsection (1) (ATM and Debit Card Transfers and Limitations) to add new item (iv) regarding ATM maintenance and stand-in mode clarifications regarding limited transaction capabilities and balance information during stand-in mode.
- (17) Revised Section X.B. (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau’s Regulation E), Subsections (10) (Stop Payments on ATM, POS or Debit Card Transactions) and Subsection (13) (Preauthorized Payments) to address and clarify stop payment procedures and requirements for ATM, POS, Debit Card and ACH Transactions, both one-time and recurring transactions.

**CHANGES TO YOUR ONLINE BANKING AGREEMENT AND DISCLOSURE  
EFFECTIVE NOVEMBER 6, 2019**

Frost Bank Online Banking Agreement and Disclosure contains the terms and conditions governing use of Online Banking Services. Certain changes to the terms and conditions governing your use of Online Banking Services will go into effect on the Effective Date. Those changes to the terms and conditions are summarized below. Capitalized terms have the meanings provided in the Online Banking Agreement and Disclosure.

- (1) Revised Agreement "Table of Contents" to reflect revised Agreement section titles and new or deleted Agreement sections.
- (2) Revised Agreement language to make conforming language changes regarding cross-references, removal of references to MasterCard and ATM cards, defined terms, and consistency of terminology throughout.
- (3) Added new Section I.E. (Third-Party Sites) to clarify Customer responsibilities for linking to third-party websites that Bank may provide through Online Banking Services.
- (4) Deleted Section IV.C. (Optional Mobile Banking, Subsection 2 (Additional Information Regarding SMS Text Messages) because Bank is no longer supporting Online Banking Services to be performed via SMS text message (i.e. no more "Text Banking" services).
- (5) Revised Section IV.G. (Optional Zelle Services) to move the Zelle Service terms to a standalone addendum to the Frost Bank Online Banking Agreement and Disclosure now titled the "Zelle Terms of Service."
- (6) Deleted Section IV.H. (Optional Send Money Services) because Bank is no longer offering this service.

**CHANGES TO FROST BANK ZELLE® TERMS OF SERVICE  
EFFECTIVE NOVEMBER 6, 2019**

This amendment (the "Amendment") to Frost Bank's (the "Bank") Online Banking Agreement and Disclosure (the "Agreement") is effective November 6, 2019, and sets forth the revised standalone Zelle Terms of Service ("Zelle Terms") that are an addendum to the Agreement. We urge you to carefully read this standalone addendum to the Agreement for Zelle Terms of Service and to retain it for future reference.

- (1) Revised Terms to clarify that the Zelle Service terms are now titled the "Zelle Terms of service" and are a standalone addendum to the Frost Bank Online Banking Agreement and Disclosure.
- (2) Revised Zelle Terms of Service to make numbering, cross-reference and conforming changes for standalone addendum.
- (3) Revised Zelle Terms of Service Section 3 (Consent to Share Personal Information (Including Account Information)) to add provisions where Customer gives Bank permission to share Customer personal information as permitted or required under the Zelle Network Participation Rules.
- (4) Added new Section 5 (Wireless Operator Data) to the Zelle Terms of Service allowing Bank or Zelle to verify Customer information on file with Customer's wireless carrier for Customer identification and fraud prevention purposes.
- (5) Revised Zelle Terms of Service renumbered Section 6 (Enrolling for the Service) to disclose to Customer the Bank may cancel Customer's enrollment in the Zelle Service if the Customer does not send or receive money for a period of eighteen (18) consecutive months.
- (6) Added new Section 17 (Use of Our Online Banking Site or Mobile App) to clarify that Customer's use of the Zelle Service is subject to the Frost Online Banking Agreement and Disclosure regarding use of Frost Bank's Online Banking and Mobile App to access and use the Zelle Service.
- (7) Added new Section 18 (Cancellation of the Service) regarding Customer's right to cancel the Zelle Service and other issues regarding Zelle Network Participation Rules token maintenance requirements.
- (8) Added new Section 19 (Right to Terminate Access) regarding Frost's right to terminate Customer's access to the Zelle Service.

I.	General Description of Agreement.....	1
A.	What the Agreement Covers.....	1
B.	Review and Acceptance of Agreement.....	1
C.	Compliance with all Laws.....	1
D.	Relation to Other Frost Agreements.....	1
E.	Definitions.....	2
II.	Description of Online Banking Services in General.....	3
III.	Using Online Banking Services.....	4
A.	System Requirements.....	4
B.	Security and Passwords; Additional Security Issues Regarding Internet Email and Mobile Banking Communications.....	4
C.	Online Banking Services Hours and Availability.....	8
D.	What to Do If An Online Banking Session (via Personal Computer or Mobile Device) or SMS Text Message is Interrupted?.....	8
IV.	Details Regarding Online Banking Services.....	8
A.	Bill Payment Services.....	8
B.	Optional Online Statement Delivery; Electronic Mail ("Email") Communications from Bank; Optional Email Services.....	10
C.	Optional Mobile Banking Services.....	12
D.	Non-Sufficient Funds Notification Service ("NSF Notification Service") and Non-Sufficient Funds Display ("Display Service").....	14
E.	Optional Personal Finance Management Service.....	15
F.	Optional Digital Wallet Service.....	17
G.	Optional <i>Zelle</i> Services.....	23
H.	Optional Send Money Service.....	29
V.	Required Disclosures Under Electronic Funds Transfer Act and Federal Reserve Regulation E.....	35
A.	Transfers Generally.....	35
B.	Limits.....	35
C.	Scheduling Transfers.....	35
D.	Cancelling My Transfers.....	36
E.	Documentation.....	36
F.	Bank's Liability for Failure to Complete a Transaction.....	36
G.	My Liability For Unauthorized Use.....	37
H.	Errors or Questions.....	38
I.	Account Information Disclosure.....	39
VI.	Other Terms and Conditions.....	39
A.	Charges and Fees.....	39
B.	Contacting Frost.....	40
C.	Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services).....	40
D.	Children Using Online Banking Services.....	41
E.	Bank Records and Data.....	41
F.	Bank's Use of Third-Party Service Providers.....	41
G.	Bookmarking and Linking.....	41
H.	Disclaimer of Warranties.....	42
I.	Exclusion of Damages; General Limitation of Liability.....	43
J.	Indemnification.....	43
K.	Assignment.....	43
L.	Proprietary Rights.....	43
M.	Governing Law; Dispute Resolution; Arbitration; Statute of Limitations.....	43
VII.	My Agreement to These Terms and Conditions.....	47

## **I. General Description of Agreement**

### **A. What the Agreement Covers**

This Online Banking Agreement and Disclosure ("**Agreement**") contains the terms and conditions governing use of online banking services known as Online Banking Services ("**Online Banking Services**"). If I am using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to me because such provisions only apply to Bank's customers who establish accounts primarily for personal, family or household purposes ("**Consumer Customers**"). Online Banking Services provides access to my Deposit Account(s), and any other Bank accounts via the Internet, and, for certain Online Banking Services, via a Mobile Device that allows text messaging or a mobile phone, mobile device, or wearable device equipped with an Internet web browser (see Section IV.C. below). This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ("**Act**") and Federal Reserve Board Regulation E regarding Consumer Customer Deposit Accounts (see Section V below). These Provisions apply to me if I am a Consumer Customer. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form (see Section IV.B. (1),(2) & (3) and Section VII below).

### **B. Review and Acceptance of Agreement**

I understand that I should read this Agreement carefully before registering for Online Banking Services and before accepting the Agreement in accordance with the "My Agreement to These Terms and Conditions" statement contained in Section VII below.

### **C. Compliance with all Laws**

**I AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF TEXAS OR THE UNITED STATES.** I

understand that it is my responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to my responsibility to comply with control by the United States of the export of products and information containing encryption technology. I acknowledge and agree that I must comply with such export control laws and I agree not to export or re-export any encryption technology related to or within Online Banking Services to countries or persons prohibited under applicable law. By using the Online Banking Services, I represent that I am not in a country where such export is prohibited. This paragraph shall not be construed to mean, and Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by Bank. If I choose to access the Online Banking Services from locations outside the United States, I understand that I do so at my own risk and that I am responsible for compliance with any applicable local laws.

### **D. Relation to Other Frost Agreements**

My Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking Services continue to be governed by any applicable depository, loan, or other agreement. I understand that my execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Website is governed by the "Terms and Conditions of Use" for the Frost Site (as defined below). The Frost Customer Privacy Statement provides the information required under the Federal Reserve Board's Regulation P concerning customer privacy, and I understand that Bank may initiate communications to me via mail, email, and short message service ("**SMS**") text messaging

for any purpose within the limits of Bank's Customer Privacy Statement and this Agreement. I understand that these agreements and statements are available for my review at [www.frostbank.com](http://www.frostbank.com), and I acknowledge that I should read and understand these related agreements and statements before I use Online Banking Services.

## E. Definitions

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

**"Available balance"** means the balance in my Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under Frost's funds availability rules, (2) debit card or other transactions that Frost is legally obligated to pay or has already paid out in cash, (3) other pending transactions such as Automated Clearing House ("**ACH**") transactions, (4) any funds that are subject to final payment, and (5) any holds on my Deposit Account, such as holds on funds to comply with court orders or other legal requirements.

**"Bank"** and **"Frost"** refer to Frost, the depository institution holding my accounts accessed and providing Online Banking Services under this Agreement.

**"Bill Payment Services," "Bill Payment,"** or **"Payment(s)"** means the online or mobile services by which I direct Bank to debit my account(s) and transfer funds to a Payee.

**"Business Day(s)"** means any day excluding Saturday, Sunday and legal Bank holidays.

**"Consumer Customer"** means a natural person who establishes a Deposit, Loan or other account primarily for personal, family, or household purposes.

**"Debit Card"** refers to my Frost ATM Card, Personal Debit Card, Health Savings Account Debit Card, or Business Debit Card.

**"Deposit Account(s)"** means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that I have established at Bank.

**"Electronic Funds Transfer"** or **"Transfer"** means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing, or authorizing Bank to debit or credit any of my Deposit Account(s).

**"I," "me," "my,"** and **"myself"** refers to each Frost account holder and to each person who uses Online Banking Services for that account with the account holder's permission.

**"Loan Account(s)"** means any loan or line-of-credit accounts that I have with Bank.

**"Mobile Banking Services"** means the Online Banking Service that allows me to perform certain of the Online Banking Services as described in Section IV.C. below via my Mobile Device.

**"Mobile Device"** means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.

**"Online Banking Services"** means the online banking services provided to customers by Bank as described in Section II.

**"Payee"** means any individual, business, or other entity that I designate for transfer of funds or Bill Payment, and who Bank accepts as Payee.

"**Schedule**" refers to any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings, Time Certificate of Deposit, Confirmation of Time Deposit, or any schedule setting forth Frost fees, limits, or both.

"**Site**" or "**Website**" means the Frost website located at [www.frostbank.com](http://www.frostbank.com).

"**Transaction(s)**" means any action I initiate, request or conduct using Online Banking Services, including but not limited to any Electronic Funds Transfers.

## II. **Description of Online Banking Services in General**

My ATM/Debit Card or ATM card number used in combination with the personal identification number ("**PIN**") I select activates access to and use of Online Banking Services. I may use Online Banking Services to access the Deposit Account(s) or Loan Account(s) on which I am a signer or for which I have an unrestricted right to withdraw or perform transactions. Bank reserves the right to limit the types of accounts that I may access, or may restrict access to Deposit, Loan or other account(s) for any reason and in its sole discretion.

Online Banking Services may include:

- account balance and transaction display, account statements, check copies, and I.R.S. forms 1098 and 1099 related to interest reporting;
- transferring funds from my Deposit Accounts to other Bank accounts held in my name or otherwise, or to other accounts outside Bank, held in my name or otherwise;
- making Loan Account payments from available Deposit Account funds;
- advancing funds from established Loan Accounts;
- Bill Payment Services;
- placing stop payments;
- ATM/Debit Card services;
- account maintenance, such as updating my customer information and changing my account preferences;
- ordering checks;
- various optional email services and alerts that Bank may make available from time-to-time ("Email Services");
- various optional Mobile Banking Services and alerts that Bank may make available from time-to-time;
- non-sufficient funds display function;
- customer assistance;
- downloading account information to management and accounting software (e.g. Quicken);
- opening of accounts, subject to certain requirements; and

- other, additional services offered by Bank at [www.frostbank.com](http://www.frostbank.com).

### III. Using Online Banking Services

#### A. System Requirements

(1) Online Banking System Requirements:

I understand that to use Online Banking Services online via a personal computer, I must first obtain access to the Internet with compatible hardware, software and web browser. Bank requires that I use a web browser that supports adequate security measures including SSL encryption technology, or additional security measures as Bank may require. Bank also requires that I have Adobe Acrobat Reader version 5.0 or newer to access pdf documents. Obtaining and maintaining adequate Internet access is my responsibility, and I am solely responsible for all Internet Service Provider ("ISP") fees and costs. **I understand that Bank is not responsible for any computer virus or related problems that may be associated with my use of the Internet in general or my use of Online Banking Services via the Internet.**

(2) Online Mobile Banking System Requirements:

I understand that if I choose to activate the optional Mobile Banking Services as described in Section IV.C. below, in order to use the Mobile Banking Services, I must have a Mobile Device with SMS text message functionality and/or ability to access the Internet via a web browser, as well as any other compatible wireless hardware and software necessary to operate such Mobile Device. I understand that I also must have a Mobile Device wireless service plan with a suitable Mobile Device service provider of my choice. I understand that my Mobile Device service (including Mobile Device Internet connection) is not part of the Online Banking Services or the optional Mobile Banking Services. I understand that I am responsible for acquiring, maintaining and operating my Mobile Device and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees I incur for data transfers and as a result of sending and receiving SMS text messages through my Mobile Device service. I assume full responsibility for ensuring these requirements are met should any changes be made to my existing Mobile Device and/or the associated service plan. **I understand that Bank is not responsible for any errors or failures or my Mobile Device or its software and is not responsible for any viruses or related problems that may be associated with my use of the Online Banking Services via the Mobile Banking Services.**

#### B. Security and Passwords; Additional Security Issues Regarding Internet Email and Mobile Banking Communications

I understand that Bank reserves the right to verify any personal information I provide and reserves the right to make inquiries about me to the extent allowed by law and as allowed under Bank's Customer Privacy Statement with regard to a request by me or a co-signer for a product, service, or customer assistance. If I provide any information that is untrue, inaccurate, not current or incomplete in any manner, or Bank has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bank has the right to suspend or terminate my access to and use of the Online Banking Services and refuse any and all current or future use of the Online Banking Services by me. I understand that it is my responsibility to provide true, accurate, current, and complete information about myself when registering for the Online Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current, and complete.

(1) Security and Passwords:

In addition to my acceptance of the terms and conditions of this Agreement, the following shall occur:



- a. I will perform an initial authentication through Online Banking Services by using my ATM/Debit Card or ATM card number and PIN. Bank may rely solely on these items for initial identification and authentication of me.
- b. After this initial authentication, I will then choose and enter a User ID ("User ID"), a personal password ("**Password**"), and shall respond to any additional informational questions or requests for information that Bank may require from time-to-time, in Bank's sole discretion, in conjunction with any additional authentication procedures that Bank may employ ("**Additional Authentication Information**" or "**AAI**"). Such AAI shall be used in conjunction with various authentication procedures that Bank may employ, including but not limited to, security questions and responses and/or other hardware and software-based security and authentication programs and procedures. Upon selection, the User ID, Password, and AAI become the new method of Bank authentication. I must enter my User ID and Password each time I access Online Banking Services via the Internet through a personal computer, and may be requested to enter my AAI from time-to-time for additional security procedures and purposes.

I understand I am responsible for safeguarding my User ID, Password, and AAI. I understand that Bank will rely on access via the User ID, Password and AAI as confirmation that I have authorized all activity conducted following such authenticated access to Online Banking Services, including any Deposit, Loan or other account debits or credits, any other transfers or Bill Payment Services, or any other charges or fees incurred by use of Online Banking Services. If I permit another person to use my Online Banking Services, or give them my User ID, Password, or AAI, I am responsible for all activity the person initiates via Online Banking Services, even if he or she exceeds my authorization. I understand that I should not leave my computer unattended while using Online Banking Services, and that I should log out after completing an Online Banking Services session. **I understand and agree to notify Bank immediately if my User ID, Password, or AAI have been lost, stolen or compromised.**

(2) Security and Passwords for Mobile Banking Services Accessed via the Web Browser of a Mobile Device:

I understand that I am required to log into Online Banking Services via the web browser on my Mobile Device by using my User ID, Password, and AAI, if Bank has required use of AAI in order to log in from my Mobile Device. I understand and acknowledge that the Mobile Banking Services may not be encrypted, and, therefore, Bank will never include my User ID, Password, or full account number in any email communication that I may access via the web browser on my Mobile Device. However, the Mobile Banking Services may include my name and information about my account(s), such as the last four digits of my account number or specific account transaction information. **I understand and acknowledge that transmission of my masked account number and specific information, including, but not limited to, dollar amounts, or individual Payees and payers, does not constitute transmission of personal or private information, and I hereby authorize Bank to send such information via any email communication that I may access via the web browser on my Mobile Device.** In addition, I understand that there are risks associated with using my Mobile Device, and that in the event of theft or loss, my confidential information could become compromised. I understand that the security of the Mobile Banking Services is contingent upon my responsible behavior in protecting my User ID and Password for the Mobile Banking Services. I understand that I am responsible for safeguarding my User ID, Password, and any AAI if bank has required use of AAI to log in from my Mobile Device. I understand that Bank will rely on access via the User ID, Password and AAI (if required) as confirmation that I have authorized all activity conducted using the Mobile Banking Services following such authenticated access, including any Deposit, Loan or other account debits or credits, any other transfers or Bill Payment Services, or any other charges or fees incurred

by my use of the Mobile Banking Services. Unless subject to other provisions of this Agreement or other applicable law regarding consumer customers, I further understand and agree that Bank will not be liable for any loss or damage incurred by me when an unauthorized person gains access to the Mobile Banking Services. I AGREE TO INDEMNIFY BANK AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY EMAIL MESSAGE SENT FROM VIA ACCESS TO THE INTERNET VIA THE WEB BROWSER OF MY MOBILE DEVICE THAT IS PURPORTED TO BE SENT BY ME. I understand that I can send secure messages to Bank over the Internet by logging into Online Banking Services from a personal computer with my User ID, Password, and AAI and selecting the "Contact Us" link. **Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.** I understand that information that I provide while using the Mobile Banking Services may be stored on Bank's secured servers and protected by industry standard encryption techniques. However, Bank is not accepting any responsibility to archive any communications with me transmitted or received using the Mobile Banking Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer.

(3) Security and Passwords for Mobile Banking Services Accessed via SMS Text Messaging To and From a Mobile Device

I understand and acknowledge that SMS text messages sent to or from my Mobile Device are neither confidential nor secure, and may not be encrypted. I understand that in order to send or receive an SMS text message I may not be required to log in with my User ID, Password, or AAI. Bank will never include my Online Banking Services User ID, Password or account number in any SMS text message sent directly to my Mobile Device, and I understand that I should not include any personal information in a text message to Bank. However, the Mobile Banking Services may include my name and information about my account(s), such as the last four digits of my account number or specific account transaction information. **I understand and acknowledge that transmission of specific information, including, but not limited to, dollar amounts, or individual Payees and payers, does not constitute transmission of personal or private information, and I hereby authorize Bank to send such information via any SMS text message sent directly to my Mobile Device.** I understand that Bank is not responsible for any damages in connection with a text message I send to Bank or a text message Bank sends to me. Because text messages are not confidential or secure, I understand that I should not, and I agree not to, use any personally identifiable information when providing shortcuts or providing nicknames to my accounts. In addition, I understand that there are risks associated with using my Mobile Device, and that in the event of theft or loss, my confidential information could become compromised. I understand that Bank will rely on the SMS text messages sent from my Mobile Device as confirmation that I have authorized all activity conducted using the Mobile Banking Services, including any Deposit, Loan or other account debits or credits, any other transfers or Bill Payment Services, or any other charges or fees incurred by my use of the Mobile Banking Services. Unless subject to other provisions of this Agreement or other applicable law regarding consumer customers, I further understand and agree that Bank will not be liable for any loss or damage incurred by me when an unauthorized person gains access to any SMS text messages sent via the Mobile Banking Services. I AGREE TO INDEMNIFY BANK AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY SMS TEXT MESSAGE PURPORTED TO BE SENT BY ME. I understand that I can send secure messages to Bank over the Internet by logging into Online Banking Services from a personal computer with my User ID, Password, and AAI and selecting the "Contact Us" link. **Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.**

I understand that I am responsible for accessing, opening, and reading SMS text messages on my Mobile Device. It is my responsibility to notify Bank if any SMS text message is not accessible, is incomplete, or is unreadable. I understand that information that I provide while using the Mobile Banking Services may be stored on Bank's secured servers and protected by industry standard encryption techniques. However, Bank is not accepting any responsibility to archive any communications with me transmitted or received using the Mobile Banking Services beyond the time required by applicable law, if any, or as stated in this Agreement, whichever is longer.

(4) Email and SMS Text Message Communication Security Warning about "Phishing," "Spoofing," and Other Forms of Identity Theft:

I can send secure messages to Bank over the Internet by logging into Online Banking Services via a personal computer with my User ID, Password, and AAI and selecting the "Contact Us" link. Upon selecting the link, my web browser should show that a secure connection has been established. I may also send email to [webhelp@frostbank.com](mailto:webhelp@frostbank.com). However, I acknowledge that such email I send is subject to the provisions of Section IV.B.(2) below.

Frost strives to maintain the privacy and security of customer personal data and private information. I understand that the only secure connection that can be established with Bank is by my logging into Online Banking Services at [www.frostbank.com](http://www.frostbank.com). As stated in Section IV.B.(2), any email communications between Bank and myself are not encrypted and are unsecure. I understand and am aware of certain types of Internet scams commonly referred to as "phishing" and "spoofing" whereby individuals attempt to make Internet users believe they are receiving emails from a specific trusted source, or that they are securely connected to a trusted website, when that is not the case. Many of these scams attempt to collect personal and private information about consumers so that the perpetrators can commit credit card fraud, bank fraud, or other forms of identity theft.

**I understand and agree that Frost will not send me an email or any SMS text message asking for any of the following personal or private information to be returned to Bank via email or SMS text message, and I will not return such information via email or SMS text message in response to any email or SMS text message even if it purports to come from Bank: my complete account number with Bank; my Social Security number; any of my ATM/Debit Card numbers or PINs; my User ID, Password, or AAI; or any other personal or private information. Frost will also never send an email or any Email Service asking me to "click here" or "click on this link" to update my account information. All legitimate email and SMS text messages from Bank will instruct me to log into Online Banking Services in order to update or transmit my personal or private information.**

I understand that Bank cautions me to bear the following in mind when viewing unsolicited email or SMS text messages purportedly coming from Frost:

- **I should not trust email headers or SMS text message numbers because they can be easily forged.**
- **I should avoid filling out forms in email messages or SMS text messages because a return email or SMS text message may not necessarily be returned to Frost, or may be misrouted on the way to Frost.**
- **From time to time, Frost may send out notifications or other emails or SMS text messages regarding updated terms, conditions, or services, and such emails or SMS text messages may include a link or website address to an online Frost document. I understand that I should not click on a "log-in" link or enter any**

website address purporting to come from Frost in any email or SMS text message, and I understand that I can always type in [www.frostbank.com](http://www.frostbank.com) to navigate to the official Frost Website.

- I should fill in all personal or private information only while logged into Online Banking Services because logging in establishes a secure connection with Frost.
- I understand and agree to immediately notify Frost if I believe my User ID, Password, or AAI have been transmitted to a website, device, or individual other than the official Frost Site or Frost personnel, or have been otherwise compromised.

#### **C. Online Banking Services Hours and Availability**

I may use Online Banking Services almost any time, day, or night, seven (7) days a week. Online Banking Services will be temporarily unavailable from time-to-time for scheduled maintenance. Unscheduled downtime may also occur, but Bank will reasonably attempt to minimize service interruptions. I acknowledge and agree that Bank is not responsible for my inability to access Online Banking Services for reasons beyond its control, including factors affecting my ISP(s), telecommunications service provider(s), high-speed Internet access provider(s), and other such relevant entities.

#### **D. What to Do If an Online Banking Session (via Personal Computer or Mobile Device) or SMS Text Message is Interrupted?**

If my Online Banking Services personal computer or Mobile Device session, or the sending of any SMS text message via my Mobile Device, is interrupted for any reason, I agree to log into Online Banking Services again to determine if the previously entered Transaction is displayed. If I cannot reestablish a connection, or ascertain the status of any previously entered Transaction, I will call one of Bank's Internet Banking Specialists at 1-877-714-4932. **TO AVOID A DUPLICATE TRANSACTION, I WILL NOT REISSUE A TRANSACTION DURING THE INTERRUPTED SESSION UNLESS I AM ADVISED TO DO SO BY AN INTERNET BANKING SPECIALIST. I AUTHORIZE BANK TO PAY ANY DUPLICATE TRANSACTION, AND BANK IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S REFUSAL TO RETURN ANY FUNDS RESULTING FROM A DUPLICATE TRANSFER.**

### **IV. Details Regarding Online Banking Services**

#### **A. Bill Payment Services**

(1) Bill Payment Services are available through Online Banking Services, and may be made available via the optional Mobile Banking Services at Bank's sole discretion. Bill Payment Services allow me to instruct Bank to transfer funds, either by electronic transfer (such as ACH or by check, to the Payee (each individual transfer being a Bill Payment or Payment). Unless otherwise required by law, Bank is responsible only for using ordinary care in processing and sending Bill Payments I authorize according to this Agreement.

- a. **Bank is not liable for any of my losses or damages under the following conditions:**
- **If I do not have sufficient funds in my account to make the Bill Payment on the date a Payment is scheduled to be sent.**

- **If I do not allow adequate time between the date a Bill Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page I access for Bill Payment Services.**
  - **For the failure of any Bill Payment Payee to correctly account for or credit the Bill Payment in a timely manner.**
  - **For any Bill Payment I authorize that contains an error with regard to the identifying information of the Payee, including the refusal of any such unintended Payee to return any funds transferred as a result of such error.**
  - **For changes to a third party's account name or number or other identifying information if funds are being transferred to the account of that third party, unless I have advised Bank of the change sufficiently in advance.**
  - **If Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with Bank's rights under applicable laws or any other agreements between Bank and me.**
  - **If a court order, such as garnishment or other legal process, prevents Bank from making a Transfer.**
  - **If Bank has a reasonable basis for believing that I know or should know that unauthorized use of my User ID, my Password, my AAI or my account(s) has occurred or may be occurring.**
  - **If I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with Bank.**
  - **If Bank or I terminate this Agreement.**
  - **For any other circumstances beyond the control of Bank that prevented the Bill Payment, despite reasonable precautions that Bank has taken, including but not limited to circumstances such as telecommunications outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires and floods.**
- b. All Bill Payments must be payable in U.S. dollars to a Payee located in U.S. states and territories and Canadian provinces listed in Online Banking Services. Bank may (i) restrict categories of Payees to whom Payments may be sent, and (ii) refuse to pay any Payee for any reason at Bank's discretion.
- c. I must allow sufficient time for my Payment to reach the Payee so that it may be processed prior to the due date, excluding any applicable grace period. Bank strongly recommends that I allow adequate time between the date a Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page I access for Bill Payment Services. If I schedule my Payment following all Bank instructions and requirements, including allowing adequate time between the date a Payment is scheduled to be sent and the due date, as suggested on the Online Banking Services web page, and so long as none of the scenarios or circumstances described in Section IV.A.(1) occur, if the Payment is not applied or credited by the Payee in a timely manner, Bank will reasonably work

on my behalf to attempt to resolve the matter, and will pay for any late fees and finance charges that occur due to late credit or application of a Payment.

- d. If the Deposit Account designated by me to provide funds for a Payment does not have sufficient funds to cover the Payment, Bank can attempt to advance the necessary funds from my overdraft protection account. However, if my overdraft protection account does not have sufficient funds to make the entire Payment, Bank can reject the Payment without liability. If I have any questions regarding a rejection, I may contact one of Bank's Internet Banking Specialists at 1-877-714-4932.
- e. I understand that Bank reserves the right to delete my list of Payees if I have not used Bill Payment Services for an extended period of time (as determined by Bank). If deleted, I must retype the Payee list to use Bill Payment Services again.
- f. I must refer to the Online Banking Services web page for information regarding cut-off times for scheduling Payments.

**B. Optional Online Statement Delivery; Electronic Mail ("Email") Communications from Bank; Optional Email Services**

(1) Optional Online Statement Delivery:

I understand that I can choose to receive online statement delivery instead of paper-based statement delivery for my account statements ("**Online Statement Delivery**"). If I select Online Statement Delivery as an option for my profile in Online Banking Services, I understand and acknowledge that I will thereafter receive all statements, notices, and disclosures in electronic form for any of my current Bank accounts that I select, or any future Bank accounts I open with Bank. I understand that Online Statement Delivery is also governed by the separate E-SIGN Disclosures and Agreement, available on [www.frostbank.com](http://www.frostbank.com). I understand that instead of receiving a paper statement each month for each of my accounts, I will receive an email notice to be delivered to my Primary Email Address (defined below) when my account statements are available to view via Online Banking Services. I understand that these email notices will be sent to me and all signors on each account who have also registered for Online Statement Delivery. I may access my statements and disclosures by logging into Online Banking Services and selecting the appropriate links to view my statements or disclosures. Bank will maintain online access to each electronic statement and disclosure for a period of at least ninety (90) days from the date on which the electronic statement or disclosure is first made available via Online Banking Services.

I understand that Online Statement Delivery will continue for all of my current and any future accounts with Bank until such statement delivery options are changed by me or changed at Bank's discretion (with Bank providing written notice to me of such change at Bank's discretion).

I understand that Online Statement Delivery will consist of the same information that is contained in paper statements received in the regular mail, subject to the following conditions:

- **If I currently receive imaged copies of my checks with my paper statement, the same imaged copies will be available electronically via Online Banking Services.**

- **If I currently do not receive imaged checks with my paper statement, then check images will not be available with my electronic statement via Online Banking Services.**
- **If I currently receive a CD-ROM Image Archive, a text version of my statement will be available via Online Banking Services. I will continue to receive by mail the CD-ROM containing the imaged copies of my checks.**

I understand that any changes I request with respect to starting or cancelling Online Statement Delivery will become effective within two (2) statement cycles from the time the request is received by Bank. Bank will not impose any fees for the cancellation of Online Statement Delivery; however, certain statement fees may apply subject to the current Bank Schedule. I also understand that I will need to meet all of the equipment, access, and system requirements set forth in Section III.A. to access Online Banking Services and Mobile Banking Services, and to view and print any statements, notices and disclosures for Online Statement Delivery.

(2) Email Communications from Bank:

As part of my registration for Online Banking Services, I am providing Bank with my Internet email address that Bank anticipates using for delivery of Online Banking Services ("**Primary Email Address**"), to provide notification of updates and changes to Online Banking Services, and to provide statements, notices and disclosures via Online Statement Delivery (if I select that option). In addition, by accepting this Agreement, I agree to receive all disclosures, notices and other communications about Online Banking Services, including amendments to this Agreement, in electronic form as further set forth and described in Section VII below. If I do not wish to receive such notices and communications about Online Banking Services via electronic delivery, I must follow the requirements for cancellation as set forth in Section VII below. I understand that it is my responsibility to update my Primary Email Address (and any Secondary Email Address, as defined below) to ensure proper delivery of emails. Should I change my Primary Email Address for any reason, I will notify Bank immediately to ensure that Online Banking Services and communication between myself and Bank are not interrupted. I can change my Primary Email Address by accessing Online Banking Services. If I cannot enter the change through Online Banking Services, I may email Bank at [webhelp@frostbank.com](mailto:webhelp@frostbank.com), call a Bank representative at 1-877-714-4932, or write to Bank at Internet Banking Service Center, P.O. Box 1600, San Antonio, TX 78296.

I understand that Bank strongly encourages me to provide Bank with a second email address, different from my Primary Email Address, as a back-up address ("**Secondary Email Address**"). In the event that an email delivery regarding my statement to my Primary Email Address fails, Bank will attempt to send such email regarding my statement to my Secondary Email Address. If the attempt to send such email regarding my statement to my Secondary Email Address fails, or if I do not have a Secondary Email Address on file, the statement shall be deemed made available to me through Online Statement Delivery on the date when the statement is posted through Online Statement Delivery. It is my responsibility to keep my Primary Email Address and any Secondary Email Address on file with Bank accurate at all times. I understand that by selecting the Online Statement Disclosure option via Online Banking Services, I am also verifying that as of the date of such selection that I have provided Bank with my most current physical address information, and that I agree to promptly provide Bank notice of any changes or updates to my physical address. I understand that any undeliverable email notifications will be sent to my physical address if either (a) an attempt to send the same email notice to any Secondary Email Address fails, or (b) I do not have a Secondary Email Address listed. If I choose to pick up my statements at a Frost financial center, I understand that any physical notice will be kept for me in the event that attempts to deliver notices to the Primary or Secondary Email Addresses fail.

I understand that I will need to meet all of the equipment, access, and system requirements set forth in Section III.A. to access Online Banking Services and Mobile Banking Services, and to view and print any email statements, notices and disclosures for Online Banking Services.

I acknowledge and agree that because email is not secure, and due to the inability to verify identity via email, Bank will not use email to perform transactions on my account(s) unless Bank is able to validate the request by other means of communication with Bank. I understand that Bank is only required to attempt re-delivery of failed emails originally sent to my Primary Email Address in the manner stated above. I further understand and agree that Bank will not be liable for any loss or damage incurred by me when an unauthorized person gains access to any such email (see security procedures and warnings in Section III.B.). **I AGREE TO INDEMNIFY BANK AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY EMAIL PURPORTED TO BE SENT BY ME.** I can send secure messages to Bank over the Internet by logging into Online Banking Services with my User ID, Password, and AAI and selecting the "Contact Us" link. **Bank's use of its normal security procedures for maintaining confidentiality and security of information shall constitute fulfillment of Bank's obligations to exercise due care.**

(3) Activation of Optional Email Services through Online Banking Services:

Email Services are available through Online Banking Services. Bank may make additional Email Services available in the future. I understand that I may activate any of the Email Services, and that my selected Email Services will be effective after activation by my making selections in Online Banking Services. I accept and acknowledge that each Email Service may not be encrypted, and because such Email Services are not encrypted, Bank will never include my User ID, Password, or full account number. However, Email Services may include my name and information about my account(s), such as the last four digits of my account number, or specific account transaction information. **I acknowledge that transmission of the masked account number and specific information including but not limited to dollar amounts, or individual Payees and payers, does not constitute transmission of personal or private information, and I hereby authorize Bank to send such information via email to my Primary Email Address provided to Bank. BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM NONDELIVERY, DELAYED DELIVERY, OR WRONG DELIVERY OF AN EMAIL SERVICE; INACCURATE CONTENT IN ANY EMAIL SERVICE; ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE OF ANY EMAIL SERVICE OR ITS CONTENTS BY ME TO ANY UNAUTHORIZED PERSON; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY EMAIL SERVICE FOR ANY PURPOSE.** I also acknowledge that all of the terms and conditions regarding email communications stated in Section IV.B.(1) also apply to optional Email Services.

**C. Optional Mobile Banking Services**

(1) Mobile Banking Services via Mobile Device's Web Browser and SMS Text Messaging:

This section of the Agreement governs my election to use the optional Mobile Banking Services that are offered by Bank as part of Online Banking Services. While the Mobile Banking Services are currently offered at no charge by Bank, I understand that if I decide to activate the Mobile Banking Services, I am responsible for meeting all Mobile Device system requirements set forth in Section III.A.(2) above, and for all associated costs and expenses, including, without limitation, all fees I incur for data transfers and as a result of sending and receiving text messages through my Mobile Device service. I understand that Mobile Banking Services are also governed by the agreement provisions contained in



Section VII. of this Agreement and the separate E-SIGN Disclosures and Agreement. In addition, I understand that transactions I conduct via Mobile Banking Services may also be subject to (a) applicable Bank-imposed fees (as set forth in other agreements I have with Frost), and (b) fees imposed by third parties with whom I have entered into other agreements. I understand that Bank reserves the right to assess fees or otherwise charge for Mobile Banking Services in the future upon prior written notice of such fees or charges, with such prior written notice being sent in accordance with Section VI.C. below.

I understand and acknowledge that the Mobile Banking Services allows me to conduct certain Online Banking Services via my Mobile Device. Bank, in its sole discretion, shall determine which Online Banking Services shall be included in the Mobile Banking Services. I understand that to obtain further details regarding the scope of available optional Mobile Banking Services, I must visit [www.frostbank.com](http://www.frostbank.com) and access the information regarding Mobile Banking Services. From time to time, Bank may develop additional Mobile Banking Services, and I understand that I will have the opportunity to subscribe to them, provided that I have the necessary Mobile Device and related hardware and software.

By deciding to enroll in the optional Mobile Banking Services, I understand that I am providing my prior express consent to Bank to permit Bank to contact me for account alerts, servicing, marketing, fraud prevention, and any other purposes as provided in this Agreement or under other applicable Bank agreements, including Bank's Customer Privacy Statement. I understand that by selecting the optional Mobile Banking Services, I am agreeing that Bank may transmit email communications that I access via the web browser on my specified Mobile Device and/or SMS text messages directly to my specified Mobile Device that contain certain information and alerts about the accounts I select. SMS text messages may be sent in response to SMS text messages Bank receives from my specified Mobile Device or, in some cases, upon the occurrence of a pre-defined condition related to my account (for example, a low balance, overdraft, or receipt of deposit). I also agree and acknowledge that account alerts sent via email communications accessed via the web browser on Mobile Device and/or via SMS text messages will be sent to any and all signors on the account who have registered for the Mobile Banking Service, provided they have given Bank a valid telephone number for a Mobile Device and have subscribed to the applicable alert. I understand that I am solely responsible for all costs assessed by my Mobile Device service provider for receiving SMS messages or other data on my Mobile Device.

I understand that I must complete the entire registration process as outlined at [www.frostbank.com](http://www.frostbank.com), including an affirmative statement that my Mobile Device meets Bank's minimum system requirements. I also understand that I will need to meet all of the equipment, access, and system requirements set forth in Section III.A.(2) to access Mobile Banking Services, and to view and print any email statements, notices, and disclosures for Mobile Banking Services.

All communications and text messages transmitted to Bank using the Mobile Banking Services are not confidential and are deemed to be Bank's property. Bank may provide me information, offers, advertisements, links, or other materials maintained or offered by third parties in accordance with the terms of this Agreement, applicable law, and Bank's Customer Privacy Statement. Bank does not control or endorse in any respect any information, products, or services maintained or offered by such third parties. I understand that my use of third-party content or the purchase of third-party products or services is at my own risk. I also acknowledge that the privacy policies of other third-party businesses providing any information, services, or products in relation to or through the Mobile Banking Services may be different than those of Bank, and I should review those policies before engaging in a transaction or providing any personally identifiable information to such business.

As part of my registration for the Mobile Banking Services, I understand that I must certify that I am a customer of Bank, and I agree to provide a valid U.S. telephone number, including the area code, for my Mobile Device that will be used for the Mobile Banking Services.

I understand that it is my responsibility to provide true, accurate, current, and complete information about myself when registering for the Mobile Banking Services and to maintain and promptly update the registration data to keep it true, accurate, current, and complete. Without limiting the foregoing, I understand it is my responsibility to update my telephone number if and when it changes in order to ensure proper delivery of Mobile Banking Services, including SMS text messages. If I change my telephone number for any reason, I will immediately notify Bank to ensure that my Mobile Banking Services and Bank's communications are not interrupted or inadvertently delivered to another recipient who may be assigned my prior telephone number. I may change my phone number by following the steps outlined at [frostbank.com](http://frostbank.com)

(2) Additional Information Regarding SMS Text Messages.

The Mobile Banking Services includes the SMS text message feature which allows me to conduct certain Online Banking Services using only the SMS text message feature on my Mobile Device. I understand that I will need a SMS text message enabled Mobile Device to use the SMS text message feature. I also understand that I do not need Internet access on my Mobile Device to use the SMS text messaging feature. To unsubscribe from Text Banking, log into Frost Online Banking, click "Account Services," and select "Manage Text Banking." Click "Cancel Text Banking" and follow steps to confirm cancellation. To unsubscribe from Debit Card Alerts, log into Frost Online Banking, click "Account Services," and select "Manage Alerts." Under the tab "Card Alerts," click on "Cancel Card Alerts" at the bottom of the page.

**D. Non-Sufficient Funds Notification Service ("NSF Notification Service") and Non-Sufficient Funds Display ("View Non-Sufficient Funds Service")**

The NSF Notification Service is an optional Email Service that is only available for Deposit Accounts on which I am a signer. Bank, in its sole discretion, may decide to offer the NSF Notification Service as part of its Mobile Banking Services. I understand that I can log into Online Banking Services and use the View Non-Sufficient Funds Service to view any NSFs, whether or not I have subscribed to the NSF Notification Service.

I understand that the NSF Notification Service and the View Non-Sufficient Funds Service are provided for my information only. Bank makes no warranties or guarantees regarding the payment or nonpayment of transactions, checks, or ACH transfers, reported through these services. Bank may choose, in its sole discretion to pay some transactions rejected for NSF regardless of my account balance; I understand this does not guarantee or imply that Bank will pay any further transactions rejected for NSF. The NSF Notifications via email (and via Mobile Banking Services, if applicable), and the View Non-Sufficient Funds Service, may not reflect a complete list of all NSFs and may include NSF items that Bank has already paid. Furthermore, NSF transactions that Bank has already decided to pay may not be displayed in the View Non-Sufficient Funds Service, and NSF items displayed may subsequently be paid by Bank.

Each NSF Notification Service email (and notification via Mobile Banking Services, if applicable) is subject to the terms and conditions listed in Section IV.B. and C. (if applicable) of this Agreement. I agree and acknowledge that Bank is providing NSF Notification Service and View Non-Sufficient Funds Service for my information and convenience only. **I agree that Bank is not responsible if NSF information is not available due to technical difficulties or circumstances beyond Bank's control. I also agree that Bank is not liable for any**

**Transactions appropriately rejected for NSF or for any service charges or fees resulting from those Transactions or from NSF transactions paid by Bank.**

#### **E. Optional Personal Finance Management Service**

This section of the Agreement governs my election to use the optional Personal Finance Management Service that is offered by Bank as part of Online Banking Services. I understand that my use of the Personal Finance Management Service is subject to the terms and conditions of this Section IV.E. Proceeding with using the Personal Finance Management Service constitutes my assent to and acceptance of the terms and conditions contained herein.

The Personal Finance Management Service may include, but will not be limited to, the ability to aggregate and monitor my Frost account information and the ability to aggregate and monitor my non-Frost accounts upon me adding them to the Personal Finance Management Service. Frost, in its sole discretion, may change the scope of the Personal Finance Management Service from time to time. Please visit [www.frostbank.com](http://www.frostbank.com) for a current list of features.

**Provide Accurate Information.** I agree to provide true, accurate, current and complete information about myself and my accounts maintained at other financial institutions and I agree to not misrepresent my identity or my account information.

**Proprietary Rights.** I am permitted to use content delivered to me through the Personal Finance Management Service only on the Personal Finance Management Service. I may not copy, reproduce, distribute, or create derivative works from this content. I agree not to reverse engineer or reverse compile any of the Personal Finance Management Service technology, including but not limited to, any third-party service providers associated with the Personal Finance Management Service.

**Content I provide.** I am licensing to Frost Bank and its service providers ("Service Provider") any information, data, passwords, materials or other content (collectively, "Content") I provide through or to the Personal Finance Management Service. Bank and Service Provider may use, modify, display, distribute and create new material using such Content to provide the Personal Finance Management Service to me. By submitting Content, I expressly agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Bank and Service Provider may use the Content for the purposes set out herein.

**Communications.** By deciding to enroll in the optional Personal Finance Management Service, I understand that I am granting Frost and its affiliates permission to use data collected through the use of the Personal Finance Management Service and related data analytics to contact me for marketing purposes.

**Third-Party Accounts.** By using the Personal Finance Management Service, I authorize Bank and Service Provider to access third-party sites designated by me, on my behalf, to retrieve information requested by me, and to register for accounts requested by me. For all purposes hereof, I hereby grant Bank and Service Provider each a limited power of attorney, and I hereby appoint Bank and Service Provider each as my true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities, to access third-party internet sites, servers or documents, retrieve information, and use my information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as I might or could do in person. Information I provide Frost for the Personal Finance Management Service, such as necessary account login information, passwords, or IDs to access third-party accounts, is not stored on my Mobile Device and is not stored by Frost. Such information will, however, be stored by Service Provider in order to periodically provide account updates for the Personal Finance Management Service. I ACKNOWLEDGE AND AGREE THAT WHEN BANK OR

SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD-PARTY SITES, BANK AND SERVICE PROVIDER ARE ACTING AS MY AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. I agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by me. I understand and agree that the Personal Finance Management Service is not endorsed or sponsored by any third-party account providers accessible through the Personal Finance Management Service.

**DISCLAIMER OF WARRANTIES.** I EXPRESSLY UNDERSTAND AND AGREE THAT: MY USE OF THE PERSONAL FINANCE MANAGEMENT SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PERSONAL FINANCE MANAGEMENT SERVICE IS AT MY SOLE RISK. THE PERSONAL FINANCE MANAGEMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AS BETWEEN BANK AND I, AND BANK AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

BANK AND SERVICE PROVIDER MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET MY REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PERSONAL FINANCE MANAGEMENT SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY ME THROUGH THE PERSONAL FINANCE MANAGEMENT SERVICE WILL MEET MY EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PERSONAL FINANCE MANAGEMENT SERVICE IS DONE AT MY OWN DISCRETION AND RISK AND I AM SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ME FROM COMPANY OR SERVICE PROVIDER THROUGH OR FROM THE PERSONAL FINANCE MANAGEMENT SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**LIMITATION OF LIABILITY.** I AGREE THAT NEITHER BANK NOR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF BANK OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE UTILIZING OR ACCESSING THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VII) ANY OTHER MATTER RELATING TO THE PERSONAL FINANCE MANAGEMENT SERVICE.

**Indemnification.** In addition to the other indemnification provisions contained in the Agreement or other applicable Bank agreements, I agree to indemnify and hold harmless Bank and Service Provider and their affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from my use of the Personal Finance Management Service, my violation of these terms or my infringement, or infringement by any other user of my account, of any intellectual property or other right of anyone.

I agree that Service Provider is a third-party beneficiary of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

#### **F. Optional Digital Wallet Service**

**Generally.** Generally this section of the Agreement governs my election to use eligible debit or credit cards issued by Frost Bank (each, a "Payment Card") when I add, attempt to add, or keep a Payment Card in a digital wallet ("Digital Wallet" or "Wallet") on any Mobile Device that supports the Wallet (the "Digital Wallet Service"), in the event that the Digital Wallet Service is offered by Bank as part of the Online Banking Services. I understand that my use of the Digital Wallet Service is subject to the terms and conditions of this Section IV.F. Proceeding with using the Digital Wallet Service constitutes my assent to and acceptance of the terms and conditions contained herein.

**Relationship to My Digital Wallet Provider.** A Digital Wallet is a service offered exclusively by my Digital Wallet provider (e.g., Apple, Google, Samsung) using devices deemed eligible by my Digital Wallet provider. A Digital Wallet is a registered trademark of my Digital Wallet provider. Frost does not own, operate, or control any Digital Wallet and is not responsible for any service provided to me by my Digital Wallet provider or by any third party engaged by my Digital Wallet provider. Frost likewise is not responsible for any information or other services provided to me by my Digital Wallet provider or any other third parties associated with any Digital Wallet. Frost is not liable for any failure or performance of any Digital Wallet or any third party's products or services.

My Digital Wallet provider, my wireless carrier, and other third-party websites or services integrated in any Digital Wallet have their own third-party agreements and I am subject to those third-party agreements when I give them my personal information, use their services, or visit their respective sites. **It is my responsibility to read and understand the third-party agreements before creating, activating, or using a Mobile Card (as that term is defined below) in a Digital Wallet.**

Frost is not responsible for, and does not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Digital Wallet or my Supported Digital Wallet Device, as defined below). If I have any questions or issues with a third-party product or service, including issues pertaining to the operation of my Supported Digital Wallet Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If I have any questions or issues pertaining to any Digital Wallet (other than questions or issues specific to the use of a Mobile Card), I should contact my Digital Wallet provider.

**Relationships to Other Frost Agreements.** My enrollment in the Digital Wallet Service does not impact any other agreement Frost has with me. The terms of use for my Payment Card which were provided to me when my Payment Card was issued, and as amended from time to time, remain in full force and effect regardless of whether or not I use the Digital Wallet Service. My cardholder agreements with Frost contain arbitration provisions which also apply to my use of my Payment Card through the Digital Wallet Service. For the avoidance of doubt, any transaction I make with my enrolled Frost Payment Card using the Digital Wallet Service will be considered the same as if I had presented my physical Payment Card in person to conduct the transaction and all applicable fees and interest will apply per the terms of my cardholder agreement with Frost.

**Eligibility.** Frost reserves the right to restrict the use of certain Payment Card types within the Digital Wallet Service. For the most current list of Payment Card types that are eligible for the

Digital Wallet Service, please visit [www.frostbank.com](http://www.frostbank.com). In order for Frost to authorize my use of my Frost-issued Payment Card within the Digital Wallet Service, my Payment Card must be an eligible Payment Card type, my Payment Card and the underlying account must be in good standing, and I must not be restricted from using the Digital Wallet Service based upon any limitations imposed by my Digital Wallet provider, my wireless service provider, and/or any third party associated with my Digital Wallet.

**Device Eligibility.** The Digital Wallet Service enables me to create virtual representations of my Payment Cards (collectively, "Mobile Cards") on an eligible Mobile Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a virtual representation of my Payment Card (in lieu of me presenting my physical Payment Card) and (ii) in-app or other digital commerce payments at merchants participating in the Digital Wallet Service. I am required to have an eligible Mobile Device (a "Supported Digital Wallet Device") in order to use this service. My Digital Wallet provider, in its sole discretion, determines which Mobile Devices are eligible to be used with the Digital Wallet. Mobile Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Digital Wallet Service.

I acknowledge that use of an ineligible Mobile Device with the Digital Wallet Service is expressly prohibited, constitutes a breach of these terms, and is grounds for Frost to temporarily suspend, permanently terminate, or otherwise deny further access to my Payment Card in the Digital Wallet Service. Frost is not liable to me for the effects (third party or otherwise) of such termination or suspension.

**Use of My Mobile Cards.** When I select a Payment Card to use with the Digital Wallet Service, certain account information for the Payment Card will be transmitted to and stored according to the Digital Wallet and payment card network procedures and systems for the Supported Digital Wallet Device to facilitate my participation in the Digital Wallet Service. Once the account information for a Payment Card has been stored in accordance with the Digital Wallet procedures, it is represented by a Mobile Card within the Digital Wallet function. By selecting a Mobile Card and placing my Supported Digital Wallet Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase, I am authorizing the payment for the merchant's products or services with that Mobile Card through the Digital Wallet Service. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate my identity. Once created, a Mobile Card may work even if I do not have wireless service.

My Digital Wallet may also allow me to view recent purchase transactions made by me with my Payment Card. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). My Digital Wallet may provide me with the option and ability to turn off this purchase transaction reporting for each Mobile Card. For additional card account information, I can log into my Online Banking Account or call the number on the back of my Payment Card.

Purchases or other transactions I make with any of my Payment Cards are governed by the card member agreement for the Payment Card I used to create my Mobile Card. If a problem arises with the product or service I purchased through use of the Mobile Card, I first should try to resolve the problem directly with the merchant, but I may also have rights under my card member agreement or otherwise under applicable law.

**Fees.** Frost does not currently charge any fees for using the Digital Wallet Service. I should read my Frost Deposit Account Agreement and applicable Schedules for any applicable fees, interests, or other charges associated with my Account. I understand that my third-party agreements may, however, contemplate fees, limitations, and restrictions which might affect my use of any of my Mobile Card(s) (such as data usage or text messaging charges imposed on me by my wireless

carrier). I agree I am solely responsible for all such fees and agree to comply with such limitations and restrictions.

Frost reserves the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to me in accordance with applicable law.

**Suspension; Cancellation.** Frost reserves the right, for any reason, to discontinue offering or supporting any Mobile Card and/or the Digital Wallet Service. Except as otherwise required by applicable law, Frost may block, restrict, suspend or terminate my use of any Mobile Card at any time without notice and for any reason, including if I violate the terms of this Agreement or any of my card member agreements, if Frost suspects fraudulent activity, or as a result of the cancellation or suspension of my Payment Card account. I agree that Frost will not be liable to me or any third party for any block, suspension, cancellation, or termination of my use of any Mobile Card.

Frost may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating the terms of this Agreement or the third-party agreements related to my Digital Wallet or the Digital Wallet Service in its sole and absolute discretion. Frost also cautions me that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND FROST RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

I may remove one or more of my Mobile Cards from my Digital Wallet at any time by following the instructions in my Digital Wallet or by calling the number on the back of my Payment Card.

**Electronic Contact.** In addition to communications I expressly consent to elsewhere in this Agreement, I expressly consent to receive phone calls, text messages, push notifications, and emails related to the Digital Wallet Service from Frost and any Frost third-party service provider at any phone number (including any mobile phone number) and email address I have provided to Frost or any Frost third-party service provider. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phone calls and text messages, or both. If I change any phone number I have provided to Frost or any Frost third-party service provider, for any reason, I agree to immediately notify Frost to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned my prior phone number. I may change my phone number by following the steps outlined at [www.frostbank.com](http://www.frostbank.com).

**Data Privacy.** When creating my Mobile Card, Frost collects certain information from my Digital Wallet provider to verify my identity, enable me to use a Mobile Card, and facilitate my participation in the Digital Wallet Service. I authorize Frost to collect, use and share my information in accordance with the applicable Frost privacy policies, as they may be amended from time to time. To facilitate my participation, I acknowledge and agree that Frost may make certain account information relating to each Payment Card I have selected to use with the Digital Wallet Service available for display, including my most recent transaction data, but not my full Payment Card account number. I may have the ability to decline to have the transaction data made available for display and still use the Digital Wallet Service, but I must follow the instructions for doing so in my Digital Wallet. I agree that Frost may also collect and use technical data and related information, including, but not limited to, technical information about my Supported Digital Wallet Device, gathered periodically to facilitate the updates to Frost's services. Frost may use this information, as long as it is in a form that does not personally identify me, to improve Frost's products or to provide services or technologies to me.

I understand and acknowledge that third parties, such as my Digital Wallet provider, Visa, and/or MasterCard will have access to certain details regarding eligible Payment Card transactions made using the Digital Wallet Service. I understand that information that is provided to or held by my Digital Wallet provider or other third parties in relation to any Digital Wallet is outside the control of Frost. As stated earlier, Frost is not responsible for the Digital Wallet or any other services offered by my wireless carrier or any third party. Accordingly, any information I provide to my Digital Wallet provider or another third party through the Digital Wallet Service, or that is collected or accessed by my Digital Wallet provider in the course of my use of a Mobile Card or the Digital Wallet Service, is subject to third-party agreements, and is not governed by Frost's Customer Privacy Statement or this Agreement.

**Changes to Digital Wallet Service Terms.** Frost reserves the right to revise these Digital Wallet Service terms at any time, and I am deemed to be aware of and bound by any changes to these terms by my continued access to or use of any Mobile Card and/or the Digital Wallet Service. If I do not accept any revisions made to these terms, my sole and exclusive remedy is to cancel my use of and delete all Mobile Card(s) and to cease using the Digital Wallet Service.

**Disclaimer of Warranties.** I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD AND THE DIGITAL WALLET SERVICE IS AT MY SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO ME "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND FROST, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. FROST, ON BEHALF OF ITSELF AND FROST'S SUPPLIERS, ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH MY ENJOYMENT OF ANY MOBILE CARD OR THE DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL MEET MY REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD OR THE DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FROST, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE DIGITAL WALLET AND THE NETWORKS OF WIRELESS CARRIERS. FROST DOES NOT OPERATE THE DIGITAL WALLET OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. FROST WILL NOT BE LIABLE TO ME FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE DIGITAL WALLET OR MY WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FROST DISCLAIMS ANY RESPONSIBILITY FOR THE DIGITAL WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD OR ACCESS THE DIGITAL WALLET SERVICE.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE FROST DOES NOT OPERATE OR CONTROL THESE CONNECTIONS, FROST CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, MY SUPPORTED DIGITAL WALLET DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY MY WIRELESS CARRIER. I SHOULD CHECK WITH MY DIGITAL WALLET PROVIDER AND MY WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY



PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM FROST OVER THE INTERNET FROM MY SUPPORTED DIGITAL WALLET DEVICE, FROST RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS FROST SELECTS.

FROST MAKES NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE DIGITAL WALLET SERVICE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

This "Disclaimer of Warranties" section shall survive any termination of this Agreement for any reason.

**License for Any Mobile Card.** A MOBILE CARD AND THE DIGITAL WALLET SERVICE ARE LICENSED, NOT SOLD, TO ME FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. FROST RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO ME.

I am granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card and the Digital Wallet Service on my Supported Digital Wallet Device solely in accordance with these Digital Wallet Service terms. The license is limited to use on any Supported Digital Wallet Device that I own or control and as permitted by any applicable third-party agreements. Such license does not allow me to use the Mobile Card(s) on any device that I do not own or control (or for which I do not have authorization to install or run the Digital Wallet Service or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and I may not distribute or make any Mobile Card or the Digital Wallet Service available over a network where it could be used by multiple devices at the same time.

Certain software that Frost uses to provide the Mobile Card(s) has been licensed from third parties (each a "Third-Party Licensor") that are not affiliated with Frost. This limited right to use such software is revocable at the discretion of Frost. Frost and its Third-Party Licensors retain all right, title and interest in and to the software used by Frost to provide the Mobile Card(s), Digital Wallet Service, and any modifications and updates thereto. I agree that I will not use any third-party materials associated with the Mobile Card(s) or the Digital Wallet Service in a manner that would infringe or violate the rights of any party, and that Frost is not in any way responsible for any such use by me. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners.

I may not rent, lease, lend, sell, redistribute, or sublicense the Mobile Card or the Digital Wallet Service. I may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Card or the Digital Wallet Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Mobile Card or the Digital Wallet Service). Any attempt to do so is a violation of the rights of Frost and its Third-Party Licensors. If I breach this restriction, I may be subject to a civil lawsuit, prosecution, and damages. The terms of the license will govern any upgrades provided by Frost that replace or supplement any Mobile Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

I agree that a Mobile Card may be automatically updated or upgraded without notice to me. At any time, at Frost's sole discretion and without prior notice, Frost may expand, reduce, or suspend the type and/or dollar amounts of transactions allowed using a Mobile Card or change the enrollment process.

The license granted hereunder is effective until terminated by me or Frost. My rights will terminate automatically without notice from Frost if I fail to comply with these terms or if Frost terminates the use of my Mobile Card or the Digital Wallet Service. Upon termination of the license, I must cease all use of the Digital Wallet Service and Mobile Card and delete all Mobile Card(s) from the Digital Wallet Service.

**Indemnification.** In addition to the indemnification provisions contained elsewhere in this Agreement, I shall indemnify and hold Frost, its licensors (including any Third-Party Licensors), sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) my use of any Mobile Card and the Digital Wallet Service or (ii) any breach of the terms and conditions set forth in the Terms of this Agreement by me or other users of the Digital Wallet Service using my Mobile Card or credentials. I must use my best efforts to cooperate with Frost in the prosecution or defense of any such claim. Frost has the right to employ counsel of Frost's choice to defend and control of any such matter subject to indemnification by me. I have the right, at my own expense, to employ separate counsel to participate in such matter on a non-controlling basis. I agree that this paragraph shall survive the termination of this Agreement for any reason.

**Limitation of Liability.** IN ADDITION TO LIMITATION OF LIABILITY PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL FROST, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO MY USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF FROST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

**My Responsibilities.**

A. Payment Card Enrollment in My Digital Wallet

If I want to add a Payment Card to my Digital Wallet, I agree to follow the procedures adopted by my Digital Wallet provider and any further procedures Frost adopts. Frost may not add a Payment Card to the Wallet if Frost cannot authenticate the Payment Card or if Frost otherwise suspects that there may be fraud associated with the Payment Card. The Wallet allows me to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where my Payment Card is accepted.

B. Report Lost or Stolen Devices or Payment Cards

If I enroll in the Digital Wallet Service and my Supported Digital Wallet Device is lost or stolen, or I have reason to believe that my Supported Digital Wallet Device has been compromised, including that of my fingerprint reader, PIN, or other security device, I agree to contact Frost immediately so that Frost can take action to disable my Payment Card for use within the Digital Wallet Service. Note, however, that I am also responsible for notifying my Digital Wallet provider if my Supported Digital Wallet Device is lost or stolen. Frost is not responsible for and is unable to disable my Supported Digital Wallet Device or Digital Wallet; Frost can only disable my Payment Card.

Given that my Supported Digital Wallet Device can be used like a Payment Card to make purchases, I must notify Frost in the event my Supported Digital Wallet Device is lost or stolen with the same urgency as if my actual Payment Card is lost or stolen. If I fail to notify Frost, I may be liable for all or a portion of the losses associated with unauthorized use of my Payment Card whether or not that use was through the Digital Wallet Service. If I get a new Supported Digital Wallet Device, I must delete all my Mobile Cards and other personal information from my prior Supported Digital Wallet Device.

I must cooperate with Frost in any investigation and use any fraud prevention or other related measures Frost prescribes.

C. Security

In addition to the security procedures described elsewhere in this Agreement, I am solely responsible for maintaining the confidentiality of my Digital Wallet provider User ID, my Digital Wallet provider passwords, my device passwords, and any other means that I may use to securely access the Digital Wallet Service on my Supported Digital Wallet Device. If I share these credentials with anyone, that person may be able to use my Wallet to make purchases or obtain access to my personal and payment information available through the Digital Wallet Service. I agree to safeguard my Supported Digital Wallet Device at all times and not leave it unattended.

My Digital Wallet and my Supported Digital Wallet Device may contemplate certain security features and procedures to protect against unauthorized use of any of my Mobile Card(s). These features and procedures are the sole responsibility of my Digital Wallet provider. I agree not to disable any of these security features and to use these security features and procedures to safeguard all my Mobile Cards.

D. Account Ownership/Accurate Information

I represent that I am the legal owner of the account(s) and other financial information which may be accessed via the Digital Wallet Service. I represent and agree that all information I provide to Frost in connection with the Digital Wallet Service is accurate, current, and complete and that I have the right to provide such information to Frost for the purpose of using the Digital Wallet Service. I agree not to misrepresent my identity or my account information. I agree to keep my account information confidential, up to date, and accurate. I represent that I am an authorized user of the Mobile Device I will use to access the Digital Wallet Service.

**G. Optional Zelle Services**

(1) Description of Zelle Services.

This section of the Agreement governs my election to use the optional Zelle Service that is offered by Bank as part of the Online Banking Services. I understand that my use of the Zelle Service (as that term is defined below) is subject to the terms and conditions of this section. Proceeding with using the Zelle Service constitutes my assent to and acceptance of the terms and conditions contained herein.

Bank has partnered with the Zelle<sup>SM</sup> Network ("Zelle") to enable a convenient way to transfer money between me 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" or "Zelle Services"). Financial institutions that have partnered with Zelle are referred to as "Network Banks. "

*Zelle* provides no Deposit Account or other financial services. *Zelle* neither transfers, nor moves money. I may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

(2) Eligibility and User Profile.

When I register to use the *Zelle* Service or when I permit others to whom I have delegated to act on my behalf to use or access the *Zelle* Service, I agree to the terms and conditions of this Agreement. I represent that I am at least 18 years of age and I have the authority to authorize debits and credits to the registered bank account. I agree that I will not use the *Zelle* Service to request, send or receive money from anyone to whom I am obligated for tax payments, payments made pursuant to court orders (including, but not limited to, court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law.

The *Zelle* Service is intended for personal, not business or commercial use. I agree that I will not use the *Zelle* Service to send or receive payments in connection with my business or commercial enterprise. Bank reserves the right to decline my registration if Bank believes that I am registering to use the *Zelle* Service with my business account or to receive business or commercial payments. Bank further reserves the right to suspend or terminate my use of the *Zelle* Service if Bank believes that I am using the *Zelle* Service for business or commercial purposes, or for any unlawful purpose.

When I register, I may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but I may register multiple email addresses, mobile phone numbers, or other aliases in each profile. Once I have registered an email address, mobile phone number, or other alias with a profile, I may not use that same email address, phone number, or other alias with any other profile. If I register a debit card to my *Zelle* profile, the Deposit Account that the debit card is issued in conjunction with must be in the domestic United States, excluding any United States territories.

(3) Consent to Share Personal Information (Including Account Information).

By accepting this Agreement, I consent to Bank's disclosure of my personal information (including, but not limited to, "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Act, including but not limited to, 12 C.F.R. § 313.3(n), as amended from time to time) (including bank account information) to *Zelle*, other Network Banks, or other third parties in accordance with Bank's Customer Privacy Statement and Internet Privacy Disclosure.

(4) Privacy and Information Security.

Bank makes security and the protection of my information a top priority. I can access Bank's Customer Privacy Statement and Internet Privacy Disclosure at the below links, which are incorporated into and made a part of this Agreement by reference.

- Customer Privacy Statement:  
[www.frostbank.com/modalcontent/pages/agreements-consumer-privacy-statement.aspx](http://www.frostbank.com/modalcontent/pages/agreements-consumer-privacy-statement.aspx)
- Internet Privacy Disclosure:  
[www.frostbank.com/sitecollectiondocuments/agreementsanddisclosures/internet-privacydisclosure.pdf](http://www.frostbank.com/sitecollectiondocuments/agreementsanddisclosures/internet-privacydisclosure.pdf)

(5) Registering for the Zelle Service.

- a. I must provide Bank with an email address that I regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that I intend to use for an extended period of time (i.e., no "burner" numbers).
- b. Once registered, I may perform the following functions, to the extent Bank now, or in the future, chooses to offer such functions:
  - i. authorize a debit of my account to send money to another User either at my initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at my request, subject to the conditions of the Section below titled "Requesting Money."

(6) Consent to Emails and Automated Text Messages.

By participating as a User, I represent that I am the owner of the email address, mobile phone number, and/or other alias I registered, or that I have the delegated legal authority to act on behalf of the owner of the email address, mobile phone number, and/or other alias to send or receive money as described in this Agreement. I consent to the receipt of emails or text messages from Bank, from *Zelle*, from other Users that are sending me money or requesting money from me, and from other Network Banks or their agents regarding the *Zelle* Services or related transfers between Network Banks and me. I agree that Bank may, *Zelle* may or either of Bank's or *Zelle*'s agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number I register. I further acknowledge and agree:

- a. I am responsible for any fees or other charges that my wireless carrier may charge for any related data, text or other message services, including without limitation for short message service ("SMS"). I should review my mobile service agreement for details or applicable fees.
- b. I will immediately notify Bank if any email address or mobile phone number I have registered is (i) surrendered by me, or (ii) changed by me.
- c. In the case of any messages that I may send through either Bank or *Zelle* or that Bank may send or *Zelle* may send on my behalf to an email address or mobile phone number, I represent that I have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. I understand and agree that any emails or text messages that Bank sends or that *Zelle* sends on my behalf may include my name.
- d. My wireless carrier is not liable for any delay or failure to deliver any message sent to or from Bank or *Zelle*, including messages that I may send through Bank or through *Zelle* or that Bank may send or *Zelle* may send on my behalf.
- e. To cancel text messaging from Frost, reply "STOP" to the text message. For help or information regarding text messaging, reply "HELP" to the text message. I expressly consent to receipt of a text message to confirm my "STOP" request.
- f. I may view Bank's list of Supported Carriers by doing the following:
  - i. Visit <https://www.frostbank.com/pages/online-mobile-banking.aspx>.

- ii. Scroll to the bottom of the webpage.
- iii. Locate the footnote that reads "Message frequency depends on account settings. Message and data rates may apply. At any time you can text "HELP" to "FROST" for help, or text "STOP" to "FROST" to cancel. See our privacy policy and complete terms and conditions."
- iv. Click on the "terms and conditions" hyperlink within the footnote, which will display a window with the list of Supported Carriers.

(7) Receiving Money; Money Transfers by Network Banks.

All transfers of money to me shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to my email address or mobile phone number registered with the *Zelle* Service, I have no ability to stop the transfer. By using the *Zelle* Service, I agree and authorize Bank to initiate credit entries to the bank account I have registered.

Most transfers of money to me from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect me, Bank, *Zelle* and the other Network Banks, Bank may need or *Zelle* may need additional time to verify my identity or the identity of the person sending the money. Bank may also delay or block the transfer to prevent fraud or to meet Bank's regulatory obligations. If Bank delays or blocks a payment that I have initiated through a request for money, Bank will notify me in accordance with my User preferences (i.e., email, push notification).

If I am receiving a payment from a business or government agency, my payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending me the payment.

(8) Sending Money; Debits by Network Banks.

I may send money to another User at my initiation or in response to that User's request for money. I understand that use of this *Zelle* Service by me shall at all times be subject to (i) this Agreement, and (ii) my express authorization at the time of the Transaction for Bank or another Network Bank to initiate a debit entry to my bank account. I understand that when I send the payment, I will have no ability to stop it.

In most cases, when I am sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect me, Bank, *Zelle*, and the other Network Banks, Bank may need additional time to verify my identity or the identity of the person receiving the money. If I am sending money to someone who has not registered as a User with either *Zelle* or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. I understand and acknowledge that a person to whom I am sending money and who is not registered as User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If Bank delays or blocks a payment that I have initiated, Bank will notify me in accordance with my User preferences (i.e., email, push notification).

Bank has no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent my money from being delivered to the intended User.

(9) Liability.

Neither Bank nor *Zelle* shall be liable to me for any such transfers of money, including without limitation, (i) any failure, through no fault of Bank or *Zelle* to complete a Transaction in the correct amount, or (ii) any related losses or damages. Neither Bank nor *Zelle* shall be liable for any typos or keystroke errors that I may make when using the *Zelle* Service. I agree that I, not Bank or *Zelle*, am responsible for resolving any payment or other disputes that I have with any other User with whom I send money to, or receive or request money from, using the *Zelle* Service.

(10) Send Limits.

Bank's transfer limits are set forth in Section V.B., below, of this Agreement. Transfer limits, if any, applicable to the holder of an account at another Network Bank may also apply in accordance with the terms of the *Zelle* Service at the applicable Network Bank.

(11) Requesting Money.

Bank may now or in the future permit me to request money from another User. I understand and acknowledge that Users to whom I send payment requests may reject or ignore my request. Neither Bank nor *Zelle* guarantee that I will receive money from other Users by sending a payment request. If a User ignores my request, Bank may decide or *Zelle* may decide, in their sole discretion, that Bank will not send a reminder or repeat request to that User.

By accepting this Agreement, I agree that I am not engaging in the business of debt collection by attempting to use the *Zelle* Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

I agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by Bank or by *Zelle*. Neither Bank nor *Zelle* assumes responsibility for the accuracy or legality of such requests and does not act as a debt collector on my behalf or on behalf of the sender of a request for money.

Bank reserves the right, but assumes no obligation, to terminate my ability to send requests for money in general, or to specific recipients, if Bank deems such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

(12) Transaction Errors.

Provisions for Transaction errors are set forth under Section V.H. of this Agreement.

(13) My Liability for Unauthorized Transfers.

My liability for unauthorized transfers is set forth under Section V.G. of this Agreement.

(14) Liability for Failure to Complete Transfers.

Bank's liability for failure to complete transfers is set forth under Section V.F. of this Agreement.

(15) Fees.

There is currently no service charge for using the *Zelle* Service. If, however, Frost processes a transfer in accordance with my instructions that overdraws my Frost Account with Frost, Frost may assess a fee or charge interest for any such overdraft in accordance with the terms of my Deposit Account Agreement. If Frost processes a transfer in accordance with my instructions that overdraws my external account, the Network Bank holding that external account may assess fees or charge interest for any such overdraft. Frost will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated account. I will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the *Zelle* Service. Fees are subject to change from time to time upon notice to me as may be required by law.

(16) Disclaimer of Warranties.

IN ADDITION TO DISCLAIMERS CONTAINED ELSEWHERE IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE *ZELLE* SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE *ZELLE* SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE *ZELLE* SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *ZELLE* SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(17) Limitation of Liability.

IN ADDITION TO LIMITATIONS OF LIABILITY CONTAINED ELSEWHERE IN THIS AGREEMENT AND EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE* OR BANK, THEIR OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE *ZELLE* SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE *ZELLE* SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE *ZELLE* SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* OR BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF I AM DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, MY SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *ZELLE* SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, BANK, THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS IN THOSE STATES IS LIMITED AND WARRANTIES ARE



EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

(18) Indemnification.

In addition to indemnification provisions elsewhere in this Agreement, I acknowledge and agree that I am personally responsible for my conduct while using the *Zelle* Service, and except as otherwise provided in this Agreement, I agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of my use, misuse, errors, or inability to use the *Zelle* Service, or any violation by me of the terms of this Agreement.

(19) Miscellaneous.

Subject to the terms of this Agreement, the *Zelle* Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond Bank's or *Zelle*'s control. Live customer service generally will be available Monday through Friday, excluding federal holidays.

#### **H. Optional Send Money Service**

This section of the Agreement governs my election to use the Frost Send Money Service. When I use or access, or permit any other person(s) or entity(ies) to use or access the Frost Send Money Service, I agree to these terms and conditions. If, at any time, I find these terms and conditions unacceptable, I must discontinue use of the Frost Send Money Service.

Frost grants to me, for my personal use, a nonexclusive, limited, and revocable right to access and use the Frost Send Money Service. I agree not to use the Frost Send Money Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Frost Send Money Service without Frost's prior written consent.

(1) General Terms Applicable to the Frost Send Money Service:

In order to use the Frost Send Money Service to send or receive money, I must have one or more eligible accounts to designate an account from which funds will be transferred ("Pay From Account") and an account to which funds will be transferred ("Pay To Account"), as applicable. Frost has the right to determine eligibility of accounts in Frost's sole discretion. To use the Frost Send Money Service to make a transfer between (i) two Frost Accounts or (ii) a Frost Account and a Participating Financial Institution Account, at least one of those accounts must be my Frost Account. A "Participating Financial Institution Account" means an account registered with the Send Money Service or a similarly-named service of a Participating Financial Institution. A "Participating Financial Institution" means a financial institution participating from time to time in the clearXchange network, other than Frost.

I agree that I will not use the Frost Send Money Service for international transfers, which are prohibited under this Agreement. I further agree not to use the Frost Send Money Service to send or receive money from anyone to whom I am obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law.

Note: If I use the Frost Send Money Service to make a transfer from a Frost account that is a savings account or money market account, it may be a restricted transfer subject to

limitations on the number of transactions. I can refer to my Frost Deposit Account Agreement for more information.

If I am a sender of any transfer using the Frost Send Money Service, I represent and warrant that I am authorized by and have obtained permission from the recipient to provide the recipient's email address and/or phone number to Frost so that Frost may transfer money to that recipient using the Frost Send Money Service.

My use of the Frost Send Money Service is subject to the terms of clearXchange's User Service Agreement, available at <https://zellepay.com>, and clearXchange's Privacy Policy, available at <https://www.zellepay.com/privacy-policy>.

(2) Statements:

All of my transfers made through the Frost Send Money Service to or from a Frost Account will appear on the Frost statement for such account. I should check the statement from the other financial institution for transfers made to or from one of my external accounts.

(3) Disclosure of Account Information to Third Parties:

Frost may disclose information to third parties about my account or the funds I send or receive:

- a. as necessary to complete transactions;
- b. as necessary in connection with offering the Frost Send Money Service;
- c. in connection with the investigation of any claim related to my account or the funds I send or receive;
- d. to comply with government agency or court orders;
- e. in accordance with my written permission; and
- f. as otherwise permitted by the terms of Frost's Customer Privacy Statement.

Frost's Customer Privacy Statement, which includes details about Frost's information sharing practices and my right to opt-out of certain information sharing, was provided to me when I opened my Frost Account. It can be viewed on [www.frostbank.com](http://www.frostbank.com).

(4) Mobile Banking Services:

My use of the Frost Send Money Service may include access to the optional Mobile Banking Services, as described in Section IV.C. of this Agreement. By using the Mobile Banking Services, I agree to the terms set forth in Section IV.C. of this Agreement.

(5) Text Services:

My enrollment in the Frost Send Money Service includes access to mobile text messaging related services (collectively, "Text Services"). By receiving or otherwise using these services, I agree to the following terms for these services. I agree that Frost may send messages through my communication services provider in order to deliver them to me and that my communication services provider is acting as my agent in this capacity. Frost may use a telephone number, email address or other delivery location Frost has in Frost's records for me or other such contact information as I may provide to Frost for these services

so that Frost may send me certain information about my applicable account. Additionally, I agree to indemnify, defend and hold Frost harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from my provision of a phone number, email address, or other delivery location that is not my own or my violation of applicable federal, state or local law, regulation or ordinance. My obligation under this paragraph shall survive termination of the Agreement. I understand and agree these services may not be encrypted and may include personal or confidential information about me such as my account activity or the status of my account. Messages may be delayed or impacted by factor(s) pertaining to my phone carriers or other parties. Frost will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services. There is no service fee for the Text Services but I am responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by my communication services provider. Message and data rates may apply. Such charges include those from my communication services provider. Message frequency depends on user preferences. Reply "STOP" to the text message to stop receiving text notifications for this service. **To cancel the Text Service, I must stop using the Frost Send Money Service.** For help or information on the Text Services, reply HELP to the text message. I expressly consent to receipt of a text message to confirm my "STOP" request.

(6) Cessation of My Service:

I may cease using the Frost Send Money Service at any time.

(7) Scheduling Transfers:

For instructions regarding scheduling transfers, please refer to Section V.C., below, of this Agreement.

(8) Receiving Money:

To use the Frost Send Money Service to receive money, the recipient must (i) be registered with the Frost Send Money Service, (ii) have an eligible Pay To Account and (iii) accept transfers to the Pay To Account if the Pay From Account is an account with another financial institution and that financial institution requires the recipient to accept person-to-person transfers. (Recipients with Pay To Accounts at Frost are not required to accept transfers). The sender, who must be registered with the Frost Send Money Service with an eligible Pay From Account or the person-to-person service of a Participating Financial Institution and provide a valid email address or mobile phone number for the recipient, must initiate a transfer of funds to the recipient. The recipient may be required by the recipient's financial institution to accept a transfer before it will be processed, in which case, funds will not be withdrawn from the Pay From Account until the recipient accepts the transfer. If the recipient declines a transfer, the transfer request will be cancelled. Notwithstanding anything set forth in this Agreement, processing times vary depending on registration and information provided by the sender and recipient. Frost will automatically begin the delivery process and send notice of a transfer on the date of the transfer request. The recipient will have fourteen (14) calendar days to 1) register the email address or mobile phone number to which a transfer request has been sent for the Frost Send Money Service or a similarly-named service of a Participating Financial Institution, if the recipient is not already registered, and 2) accept the transfer, if the recipient is required by the recipient's financial institution to accept the transfer. If the recipient does not register and/or accept the transfer, if required, within fourteen (14) calendar days, the transfer request will be cancelled. The recipient may not initiate a transfer of funds from a third party's Pay From Account to the recipient's Pay To Account.

As a recipient or sender of any transfer using the Frost Send Money Service, I acknowledge and agree that, Frost may delay or cancel a request to transfer money and/or charge back the amount of such transfer to the Pay From Account or other account as Frost determines in its discretion or claim a refund from me for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

(9) Sending Money Between Frost Accounts:

To use the Frost Send Money Service to send money between two Frost Accounts, the sender and the recipient must each maintain at least one eligible checking, savings, or money market account held by Frost. If I use the Frost Send Money Service to send money, I authorize Frost to withdraw funds from my designated Pay From Account for all transfers of funds that I initiate through the Frost Send Money Service and I agree to have sufficient funds or available credit in my Pay From Account on the date of the transfer request for each such transfer I schedule until the transfer is completed or cancelled. Frost will not be obligated to make any transfer I may request unless there are sufficient available funds or available credit in the Pay From Account to cover the transfer. The recipient is not required to accept the payment for transfers between Frost accounts; the transfer will occur immediately and will be funded from my Pay From Account on the day of the transfer.

(10) Sending Money Between Frost Accounts and External accounts:

To use the Frost Send Money Service to send and receive money between a Frost Account and an external account, the parties must use at least one eligible Frost Account with Frost and at least one external account. I authorize Frost to charge my designated Pay From Account with Frost for all transfers of funds that I initiate through the Frost Send Money Service and I agree to have sufficient funds or available credit in my Pay From Account on the date of the transfer request to cover each such transfer I schedule and any fees that might be associated with such transfer until the transfer is completed or cancelled. Frost will not be obligated to make any transfer I may request unless there are sufficient available funds or credit (including any available overdraft protection account and any courtesy overdraft amount I may have) in my Pay From Account to cover the transfer on the date of the transfer request until the transfer is completed or cancelled. If there are insufficient available funds to cover a transfer, the transfer request will be cancelled. Instructions for transfers to an external account will be deducted from the Pay From Account held by Frost once the recipient accepts, if the recipient is required by the recipient's financial institution to accept the transfer. Transfers from external accounts are subject to the processing times of the financial institution holding the external account. Instructions for transfers from external accounts that Frost receives by the cutoff time on a Business Day will be sent to the financial institution holding the external account on the same day for processing. For transfers from a Frost Account to an external account, the transfer should typically be completed two to three Business Days after the Business Day that recipient accepts, if the recipient is required to accept the transfer, subject to the processing times of the financial institution holding the External account.

Transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and I and Frost agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to the Frost Account or the external account shall be provisional until such credit has been finally settled by Frost or the third-party institution which holds the external account, as the case may be. I acknowledge that I have received notice of this requirement.

(11) Sending Money Between Frost Accounts and Participating Financial Institution Accounts:

To use the Frost Send Money Service to send and receive money between a Frost Account and a Participating Financial Institution Account, the parties must use at least one eligible Frost Account with Frost and at least one Participating Financial Institution Account. The holder of an account with a Participating Financial Institution may register with the person-to-person transfer service of the Participating Financial Institution holding their account and will not be required to register through the Frost Send Money Service. I authorize Frost to charge my designated Pay From Account with Frost for all transfers of funds that I initiate through the Frost Send Money Service and I agree to have sufficient funds in my Pay From Account when I initiate such requests to cover each such transfer I schedule and any fees that might be associated with such transfer until the transfer is completed or cancelled. Frost will not be obligated to make any transfer I may request unless there are sufficient available funds (including any available overdraft protection account and any courtesy overdraft amount I may have) in my Pay From Account to cover the transfer until the transfer is completed or cancelled. If there are insufficient available funds to cover a transfer to a Participating Financial Institution Account, the transfer request will be cancelled. Transfers from Participating Financial Institution Accounts to Frost Accounts are subject to the terms of the person-to-person transfer service of the Participating Financial Institution and may be delayed or cancelled as the Participating Financial Institution may determine in its sole discretion.

Funds for transfers to a Participating Financial Institution Account will be deducted from the Pay From Account held by Frost once the recipient registers the email address or mobile phone number to which the transfer was sent and/or the recipient accepts the transfer, if the recipient's Participating Financial Institution requires the recipient to accept the transfer. Transfers from Participating Financial Institution Accounts are subject to the processing times of the Participating Financial Institution holding the Participating Financial Institution Account. For transfers between a Frost Account and a Participating Financial Institution Account, the transfer should typically be completed two to three Business Days after the Business Day that recipient or the Participating Financial Institution accepts, subject to the processing times of the Participating Financial Institution.

(12) Transfer Limits:

Transfer limits are as set forth in Section V.B., below, of this Agreement.

Additional limits may apply to transfers to and from external accounts that have not yet undergone verification through the Frost Send Money Service.

Transfer limits, if any, applicable to holder of Participating Financial Institution Accounts for transfers to Frost Accounts or in receiving transfers to their Participating Financial Institution Accounts are governed by the terms of the person-to-person transfer service of the applicable Participating Financial Institution.

(13) Frost Person-to-Person Transfer Fees:

There is no service fee from Frost to use the Frost Send Money Service. However, if Frost processes a transfer in accordance with my instructions that overdraws my Frost Account with Frost, Frost may assess a fee or charge interest for any such overdraft in accordance with the terms of my Deposit Account Agreement. If Frost processes a transfer in accordance with my instructions that overdraws my external account, the financial institution holding that external account may assess fees or charge interest for any such overdraft. Frost will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. I will be responsible for paying any telephone company or utility charges and/or Internet access service fees

incurred while using telephone lines and/or Internet access services to connect with the Frost Send Money Service. Fees are subject to change from time to time upon notice to me as may be required by law.

(14) Terms Applicable Only to Consumer Accounts:

The following additional terms apply whenever I use the Frost Send Money Service to send transfers from a consumer Deposit Account registered via the Frost Send Money Service. A consumer account is one that is used primarily for personal, family, or household purposes; all other accounts are business accounts. Participating Financial Institution Accounts are subject to the terms of the agreement of the Participating Financial Institution.

- a. My duty to notify Bank and liability for unauthorized transfers is as set forth in Section V.G., below, of this Agreement.
- b. Bank's liability for failure to complete a transfer for Consumer Accounts is as set forth in Section V.F., below, of this Agreement. In addition to the limitations of liability set forth in Section V.F. and elsewhere in this Agreement, Bank will not be liable for any transfer sent using incorrect information I have provided to Bank, including, but not limited to, incorrect phone numbers or email addresses for recipients.
- c. Procedures for errors or questions about transfers from Consumer Accounts are as set forth in Section V.H., below, of this Agreement.

(15) New Features:

Frost may, from time to time, introduce new features to the Frost Send Money Service or modify or delete existing features in Frost's sole discretion. Frost shall notify me of any of these changes to features if Frost is legally required to do so. By using any new or modified features when they become available, I agree to be bound by the rules concerning these features.

(16) No Warranties:

I UNDERSTAND AND AGREE THAT MY USE OF THE FROST SEND MONEY SERVICE IS AT MY SOLE RISK AND THAT THE FROST SEND MONEY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO ME. I ACKNOWLEDGE THAT FROST MAKES NO WARRANTY THAT THE FROST SEND MONEY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, FROST DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE FROST SEND MONEY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO ME IS IMPLIED IN THESE DISCLAIMERS.

(17) Risk of Loss:

In the event of a system failure or interruption, my data may be lost or destroyed. Any transaction(s) that I initiated were in the process of completing or completed shortly before a system failure or interruption should be verified by me through means other than online to ensure the accuracy and completeness of such transaction(s). I assume the risk of loss of my data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

(18) Frost Account Information:

Any Frost Account information provided to me as part of the Frost Send Money Service is not the official record of my Frost Account or its activity. My Frost Account statement, furnished to me by Frost for Frost Accounts in a paper format, or electronically if I am enrolled in Online Statement Delivery, will remain the official record. The Frost Send Money Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by me for taking, or forbearing to take, any action.

**V. Required Disclosures under Electronic Funds Transfer Act and Federal Reserve Regulation E**

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access Deposit Account(s) of Consumer Customers whose Deposit Account(s) are established primarily for personal, family or household purposes. I understand these provisions do not apply to me if I am a commercial customer accessing Deposit Account(s) with Bank established for business purposes.

**A. Transfers Generally**

I understand all Transfers must originate from a Deposit Account on which I am a current signer. Bank reserves the right to refuse the acceptance of any particular Transfer for any reason.

**B. Limits**

Unless otherwise provided in any other agreements I may have with Bank, the maximum dollar limit for all Transfers within a 24-hour period is equal to the Available Balance in any Deposit Account(s), or may be another maximum amount set by Bank and communicated to me. If my Deposit Account does not have sufficient funds to complete a Transfer, Bank may refuse to conduct the Transfer. If Bank does complete the Transfer, I am responsible for any overdrafts or fees that are generated. I understand that federal limitations on the number of Transfers per each statement period applicable to money market and savings accounts per each statement period will apply, and the number of Transfers that I can make from such accounts will be limited. I should refer to Bank's money market account and savings account disclosures or contact Bank's Customer Service at **1-800-513-7678** for details on limitations.

**C. Scheduling Transfers**

I understand that detailed instructions for scheduling transfers, including any applicable cutoff times, are located in Online Banking Services. The first payment of a recurring Transfer conducted through Online Banking Services must be scheduled for a date that is a valid date for that month. Should subsequent months not include that date, then Bank will assume I mean to schedule a Transfer on the first day of the following month. For example, if the first monthly Transfer is scheduled for January 31, the second monthly transfer will not occur until March 1. If the first day

of the following month is not a Business Day, then the Transfer may not be processed until the next Business Day.

#### **D. Cancelling My Transfers**

I understand that I cannot cancel an immediate Transfer from my Deposit Account(s) after it has been entered into Online Banking Services and the information has been transmitted to Bank. In order to cancel future-dated payments, I must log into Online Banking Services and follow the directions provided for cancelling Transfers. Although the easiest and most convenient way to cancel a Transfer is through logging into Online Banking Services, I may request to cancel a future-dated Transfer by calling Bank's Internet Banking Specialists at 1-877-714-4932, or writing to Frost Internet Banking Service Center at Box 1600, San Antonio, TX 78296. **Bank must receive a cancellation request via telephone or in writing at least three (3) Business Days before the Transfer is scheduled. If I give a cancellation request via telephone, I must send Bank written confirmation of my request within fourteen (14) days after the date of my call. If I do not provide required notice of cancellation, Bank will not be liable for any losses or damages incurred by me if the Transfer is not cancelled. Bank is not responsible for any Transfers made before it has a reasonable opportunity to act on my cancellation notice.**

#### **E. Documentation**

I will get a statement for each of my Deposit Account(s) which will reflect, among other things, all Transfers that have occurred during my monthly billing cycle. I will receive a statement at least quarterly for each Deposit Account, even if no activity has occurred during the time period covered by that statement.

#### **F. Bank's Liability for Failure to Complete a Transaction**

If Bank does not complete a Transfer on time, or in the correct amount according to my instructions, Bank may be liable for my losses or damages up to the amount of the Transfer. Except as otherwise expressly provided for under Section IV.A.(1), Bank is not liable to me for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind. However, there are some exceptions to Bank's liability. Bank will not be liable, for instance, if:

- **Through no fault of Bank, there are not sufficient funds in the Deposit Account to make the Transfer, or the account has been closed.**
- **Through no fault of Bank, the Transfer would go over the credit limit or available amount on any applicable overdraft line for my Deposit Account(s).**
- **I have not properly followed the scheduling instructions and requirements for making a Transfer according to this Agreement.**
- **Circumstances beyond Bank's control prevented the Transfer, despite reasonable precautions that Bank has taken. Such circumstances include telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.**
- **Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with Bank's rights under applicable laws or any other agreements between Bank and me.**
- **Bank has received incomplete or inaccurate information from me or a third party involving the Transfer.**



- **A court order, such as a garnishment or other legal process, prevents Bank from making a Transfer.**
- **Bank has a reasonable basis for believing that unauthorized use of my User ID, Password, AAI, or Deposit Account(s) has occurred or may be occurring.**
- **I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with Bank.**
- **Bank or I terminate this Agreement.**

There may be other exceptions, in addition to those listed above, stated in any of Bank's other agreements with me, or as permitted by law.

If any of the above circumstances occur, Bank will assist me if requested with reasonable efforts in taking appropriate corrective action to reprocess a Transfer that may not have been completed, or to correct any incorrect Transfer that has been processed.

#### **G. My Liability for Unauthorized Use**

I will tell Bank AT ONCE if I believe that my User ID, Password, and/or AAI has been lost or stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call Bank **immediately**. I also understand that the unauthorized use of my User ID, Password, and/or AAI could cause me to lose all of the money in my accounts, plus any amount available under my overdraft protection, if I do not notify Bank in a timely manner.

I understand that I will have no liability for unauthorized transactions if I notify Bank within sixty (60) days after the statement showing the transaction has been mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery). If I do not tell Bank within sixty (60) days after the statement was mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery), I may not get back any money I lost after the 60 days if Bank can prove that I could have stopped someone from taking the money if I had told Bank in time. If a valid reason (such as a long trip or a hospital stay) kept me from telling Bank, I understand that Bank will extend the time periods.

For any of my Transactions processed through the Visa or MasterCard system, my liability limits will differ from those set forth above. For transactions processed through the Visa or MasterCard system (for example, use of my personal Debit Card when no PIN is used), I understand that I will have no liability in accordance with each network's respective policies regarding "zero liability" for unauthorized transactions if I promptly report the unauthorized transactions to Bank. For Visa transactions, Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I was either negligent or fraudulent in the handling of my Online Banking Services Transactions processed through Visa. For MasterCard transactions, Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I did not exercise reasonable care in safeguarding my Online Banking Services Transactions processed through MasterCard from the risk of loss or theft. Bank may reasonably determine that I was negligent or that I failed to exercise reasonable care, for instance, if I do not promptly report one or more unauthorized transactions to Bank. This may include my delay for an unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized Transfer may have occurred, or I believe my User ID, my Password and/or my AAI has become known to an unauthorized person, Bank may require me to sign a sworn statement/ affidavit to that effect.

If I have selected optional Mobile Banking Services, I understand that I am solely responsible for notifying Bank immediately in the event that my Mobile Device associated with the telephone number provided to Bank to register for Mobile Banking Services is lost, stolen, changed or destroyed. I understand that with regard to SMS text messages, failure to promptly notify Bank may result in my failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. I may also incur SMS text messaging fees for such SMS text messages even if I do not receive them. **I understand that Bank is not responsible for any costs, expenses, liabilities or damages that I incur as a result of my failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or my incurrence of SMS text messaging fees for SMS text messages I did not receive.**

**I UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY EMAIL COMMUNICATION THAT I WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO MY MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY EMAIL COMMUNICATION THAT I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY ME TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY EMAIL COMMUNICATION I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY SUCH EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.**

#### **H. Errors or Questions**

In case of errors or questions about Transfers, I should call Bank's Internet Banking Service Center at 1-877-714-4932 or I should write to Bank at: Frost Internet Banking Service Center, P.O. Box 1600, San Antonio, Texas 78296. If I think my account statement is wrong or if I need more information about a Transfer listed on the statement, I must contact Bank immediately. I understand that Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Online Statement Delivery (if I am enrolled in Online Statement Delivery), and I must:

- **Tell Bank my name and account number;**
- **Describe the error or the Transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information;**
- **Tell Bank the dollar amount of the suspected error.**

If I tell Bank via telephone, Bank may require that I send my complaint or question in writing within ten (10) Business Days. Bank may also require me to provide my complaint in the form of a sworn statement/ affidavit.

Bank will determine whether an error occurred within ten (10) Business Days after Bank hears from me and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty five (45) days to investigate my complaint or question. If Bank decides to do this, it will provisionally recredit my Deposit Account within ten (10) Business Days for the amount thought to be in error, so that I will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks me to put my complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may decide not to provisionally recredit my Deposit Account.

For errors involving new accounts, Bank may take up to ninety (90) Business Days to investigate my complaint or question and up to twenty (20) Business Days to credit my account for the amount I think is in error.

If a notice of error involves a Transaction processed through the Visa System, Bank will provide provisional credit within five (5) Business Days after I notify Bank instead of the usual ten (10) or (20) Business Days. Bank may, in its sole discretion, withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if Bank believes that the circumstances of account history warrants the delay.

Bank will tell me the results within three (3) Business Days of completing its investigation. If Bank determines that there was no error, Bank will send me a written explanation. I may ask for copies of the documents that Bank used in its investigation. If Bank provisionally re-credited my account, Bank may take back the amount of any credit if it finds that an error did not occur.

#### **I. Account Information Disclosure**

I understand that Bank will disclose information to third parties about my Deposit Account(s) and the authorized Transfers:

- **When necessary to verify or complete Transfers or to resolve a problem related to a Transfer.**
- **To verify the existence and the condition of my Deposit Account for a third party, such as a credit bureau or merchant.**
- **To comply with any government agency or court order.**
- **At Bank's discretion, to any subsidiary or affiliate.**
- **If I give Bank my written permission.**
- **As otherwise permitted in Bank's "Deposit Account Agreement and Other Disclosures," by law, or as required by government regulations.**

#### **VI. Other Terms and Conditions**

##### **A. Charges and Fees**

- **There is no service charge for accessing my accounts with Online Banking Services.**
- **Online Banking Services with Bill Payment Services – There is no service charge for paying bills via Online Banking Services with Bill Payment Services, unless such fees are expressly indicated in my account agreement.**
- **I should note that depending on how I access Online Banking Services, I might incur charges for normal account fees and service charges.**
- **Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement or Schedule for details).**
- **Additional fees may be assessed for added self-service features available through Online Banking Services, such as certain stop payment requests, requesting check**

**copy orders, ordering new checks, obtaining account statement copies or any additional services for which Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees).**

- **An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my Available Balance is not sufficient to process the transaction on the date scheduled.**
- **Bank may also charge me a research fee as stated in any applicable Schedule.**

I understand that Bank may charge additional fees for use of Online Banking Services, and that I may be subject to any other applicable fees related to any Transaction as set forth in any applicable agreement. Bank will automatically deduct fees related to the Transactions on either the account statement date for the account for which Online Banking Services are provided, or on the date the Online Banking Service is actually provided. If Bank decides to change the fees it charges in connection with Online Banking Services, Bank will notify me at least thirty (30) days prior to the effective date of the change, and a notification to me at my Primary Email Address is acceptable notification.

#### **B. Contacting Frost**

In addition to the electronic communication methods discussed in Section IV of this Agreement, I may also contact a Frost Internet Banking Specialist with any questions or concerns by calling toll free at 1-877-714-4932. Bank's specialists will be available to assist me 24/7. I may also call the Internet Banking Service Center with my questions regarding general information about my account(s), such as balance information, transactions conducted outside of Online Banking Services, questions regarding interest earned, or other general questions or concerns.

#### **C. Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services)**

I understand that Bank reserves the right to change the Agreement at any time, and that Bank will mail by regular U.S. postal mail, or by email, notice to me at least twenty-one (21) days before the effective date of any change to my Deposit or Loan Account services that would result in increased liabilities for me, increased fees, a reduction in the types or available Transfers, or stricter limits on frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law. I agree that Bank is not liable or otherwise responsible if I do not receive such notification via email because I have changed my Primary Email Address and not informed Bank of such change. By using Online Banking Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement. I may review the most current version of this Agreement anytime at [www.frostbank.com](http://www.frostbank.com).

Bank and I agree that I may terminate this Agreement and/or one or more of the Online Banking Services or Mobile Banking Services that I have selected at any time with or without cause upon prior notice to Bank. To terminate this Agreement, I shall give notice via telephone by contacting one of Bank's Internet Banking Specialists at 1-877-714-4932, or by sending written notice to the Frost Internet Banking Service Center at P.O. Box 1600, San Antonio, Texas 78296.

To terminate any particular Online Banking Service or Mobile Banking Service, I understand that I must give notice via telephone by contacting one of Bank's Internet Banking Specialists at 1-877-714-4932, by sending written notice to the Frost Internet Banking Service Center at P.O. Box 1600, San Antonio, Texas 78296, or by logging into Bank Website at [www.frostbank.com](http://www.frostbank.com) and following the instructions for de-selecting a particular Online Banking Service or Mobile Banking Service. I understand that Bank may, in its sole discretion, terminate this Agreement in its entirety or terminate one or more specified Online Banking Services or Mobile Banking Services effective immediately,

with or without cause. Bank will provide written notice to me before Bank terminates this Agreement or any Online Banking Service or Mobile Banking Service for any reason other than abuse of the Online Banking Services or Mobile Banking Services, or to prevent a loss.

I understand that the termination of this Agreement and/or any of the Online Banking Services or Mobile Banking Services will not release me from any fees or other obligations incurred prior to the date upon which this Agreement or the particular Online Banking Service or Mobile Banking Service is terminated, any fees assessed by Bank in the process of terminating this Agreement and/or any of the Online Banking Services or Mobile Banking Services, or from my responsibility to maintain sufficient funds in my Accounts to cover any outstanding items originated via any Online Banking Service or Mobile Banking Service.

#### **D. Children Using Online Banking Services**

The safety and privacy protection of children is very important to Frost. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. **If I permit a child under the age of 13 to use Online Banking Services, or give the child my User ID, Password, or my AAI, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact Bank in accordance with Section V.H. of this Agreement with any questions or concerns.**

#### **E. Bank Records and Data**

I acknowledge that Bank may elect to record or otherwise document information and email messages entered via Online Banking Services for record keeping purposes, and I authorize Bank to record such information. Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to Bank, and in the absence of manifest error, will be binding and conclusive.

#### **F. Bank's Use of Third-party Service Providers**

Frost's ability to provide certain of the Online Banking Services depends on its ability to provide access to third-party networks. For details regarding Bank's safeguarding of my personal information, I should refer to Bank's Customer Privacy Statement available at [www.frostbank.com](http://www.frostbank.com). In the event that Bank determines, in its sole discretion, that it is unable to provide third-party network access, Bank may discontinue the related Online Banking Service(s) or may provide the Online Banking Service(s) through alternate third-party networks. I understand that Bank shall have no liability for the unavailability of access during any transition period, and shall give me written notice of any Online Banking Service involving Transfers to or from my Deposit Account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

#### **G. Bookmarking and Linking**

I understand that I may create a bookmark in my web browser to the Online Banking Services page. I may not create any link to Online Banking Services without the written approval of Bank, including, without limitation, a link on a publicly accessible website. I should refer to the Frost "Terms and Conditions of Use" regarding the Site (available at [www.frostbank.com](http://www.frostbank.com)) for information regarding permitted links to the Frost home page.

## **H. Disclaimer of Warranties**

While Bank hopes that the Online Banking Services and Mobile Banking Services are useful and reliable, I understand that Bank and its third-party Service Providers cannot and do not make any representation or warranty: (i) that I will have continuous or uninterrupted access to the Online Banking Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Online Banking Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. **BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO ME "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

## **I. Exclusion of Damages; General Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR UNDER SECTION IV.A.(1) HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO ME OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS. " I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**

#### **J. Indemnification**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.**

#### **K. Assignment**

I may not assign all or any part of my rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate this Agreement or all or any part of its rights under this Agreement, including without limitation, the performance of Services described herein. This Agreement is binding on and shall inure to the benefit of the successors and permitted assigns of either party.

#### **L. Proprietary Rights**

I understand that other than my materials and account information, all content received through Online Banking Services or Mobile Banking Services is the exclusive property of Bank and/or its licensors and is protected by copyright and other intellectual property rights. The trademarks, logos, and service marks displayed through the Online Banking Services or Mobile Banking Services are the registered and unregistered trademarks of Bank and/or of third parties with whom Bank has entered into licensing or other agreements. I understand that under no circumstances may I use, copy, alter, modify, or change these trademarks, logos, and service marks. Nothing available through the Online Banking Services or Mobile Banking Services or contained in this Agreement should be construed as granting by implication or otherwise any license or right to use any trademarks, logos, and service marks without the express written permission of Bank, or the third party which has the rights to such trademarks, logos and service marks, as appropriate.

#### **M. Governing Law; Dispute Resolution; Arbitration; Statute of Limitations**

All disputes arising from or related to my Online Banking Account or this Agreement shall be governed by the substantive laws of the State of Texas (without regard to its conflict of laws principles). Frost Bank is located in San Antonio, Texas and that is where my Online Banking Account was opened and is maintained. Governing Texas law may be supplemented as necessary by federal law.

**THIS AGREEMENT PROVIDES FOR THE BINDING ARBITRATION OF ALL DISPUTES THAT CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION. THIS MEANS ALL DISPUTES ARISING OUT OF, OR RELATED IN ANY WAY TO MY ACCOUNT OR THIS AGREEMENT, REGARDLESS OF ANY PRIOR AGREEMENT, DISCUSSION OR UNDERSTANDING, SHALL BE RESOLVED BY BINDING ARBITRATION, AND NOT THROUGH LITIGATION OF ANY KIND, IN ANY COURT, BY ANY JUDGE, BY ANY JURY OR OTHER TRIBUNAL (EXCEPT FOR MATTERS IN SMALL CLAIMS COURT AND LEGAL PROCESS AND INTERPLEADER**

**ACTIONS, AS SET FORTH IN MY DEPOSIT ACCOUNT AGREEMENT). THIS AGREEMENT TO ARBITRATE ANY AND ALL DISPUTES IS ENTERED INTO PURSUANT TO THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, CHAPTER 171, "THE TEXAS GENERAL ARBITRATION ACT", AND AS NECESSARY, PURSUANT TO THE FEDERAL ARBITRATION ACT 9 USC, §§1-16.**

Prior to binding arbitration described in this Agreement, Bank and I shall first attempt to resolve any dispute arising out of my Account or this Agreement through negotiation. Such negotiation may include an "in person" meeting between me and Bank at a mutually agreed time and place, and an exchange of documents pertaining to the dispute. Such negotiation shall be conducted in good faith, and confidential customer information disclosed or discussed in the course of the negotiation shall remain confidential as provided by law. If I decline to negotiate, I will be deemed to have waived my right to negotiate or mediate and my only remedy is binding arbitration. All costs and expenses associated with the negotiation of the dispute shall be paid by the party incurring such cost or expense.

If I and Bank are unable to resolve the dispute through negotiation, then I and Bank agree to submit the dispute to mediation. Either I or Bank may request mediation upon written notice to the other party. Such mediation will be scheduled to take place within thirty (30) calendar days after the notice is given. I may designate the mediator. The person I select must: 1) have ten (10) years or more of practical working experience in the commercial banking industry, 2) be an attorney licensed by the state of Texas, in good standing with the Texas State Bar, with substantial experience in the trial or resolution of commercial disputes, or 3) be a member in good standing of the Texas Academy of Distinguished Neutrals. Bank shall make no objection to the mediator except for good cause shown. If I fail to designate a mediator, or fail to participate in the mediation, I will be deemed to have waived my right to mediate and my only remedy is binding arbitration.

The mediation shall occur in the county seat of the Texas county of my permanent residence, or if my permanent residence is outside of the state of Texas or the U.S., then in San Antonio, Texas. All costs, expenses, and fees with regard to any mediation, except for each party's attorneys' fees, shall be divided equally between me and Bank, and I and Bank shall each be solely responsible for payment of my share of such costs, expenses, and fees.

If the mediation is not successful, either I or Bank may file a claim in arbitration. Any request for arbitration must be by written request delivered to the other party by certified mail. The arbitration will be administered by the American Arbitration Association ("AAA") or like organization in accordance with the rules for resolution of commercial disputes and the Texas Arbitration Act.

For claims in excess of \$100,000, the matter will be decided by a panel of three arbitrators, one of whom shall be appointed by me and one by Bank. The third arbitrator shall be selected by mutual agreement of the parties. If I and Bank are unable to agree upon the appointment of the third arbitrator, my designated arbitrator and Bank's designated arbitrator shall jointly select an arbitrator who shall act as the third arbitrator on the panel of three. If the arbitrators cannot agree on the appointment of the third member, the AAA or like organization shall appoint the third member subject only to a disqualification for cause. Any person appointed or selected by me and Bank to serve as an arbitrator must: 1) have ten (10) years or more practical working experience in the commercial banking industry, 2) be an attorney licensed by the state of Texas, in good standing with the Texas State Bar, with substantial experience in the trial or resolution of commercial disputes, or 3) be a member in good standing of the Texas Academy of Distinguished Neutrals. If the third arbitrator is jointly selected by my and Bank's designees or by the AAA or like organization, that third arbitrator shall have these same industry or legal experience or credentials described above.



Arbitration shall occur in the county seat of the Texas county of my permanent residence, or if my permanent residence is outside the State of Texas or the U.S., then in San Antonio, Texas. It is anticipated that the arbitration will take place within ninety (90) calendar days after notice is given. Also, I and Bank agree that the arbitrator(s) do not have authority to render a decision which contains reversible error of Texas or federal law, or to recognize a cause of action or remedy not expressly provided for under existing Texas or federal law. Where there is any conflict of law regarding an appeal of any decision of the arbitrators, I and Bank agree that Texas law shall control. The arbitrators shall have no authority to award punitive damages or any other relief not measured by the prevailing party's actual damages (e.g., two times actual damages). The arbitrators shall in no event, have any power or authority to consolidate claims asserted by different claimants or counter-claimants, adjudicate any claims presented to them on a class wide basis, treat any claimant or counter-claimant as a representative of a class of claimants or counter-claimants, or award any relief on a class-wide basis.

The arbitrator(s) shall express their decision in a written award supported by findings made by the arbitrator(s) and signed by all. Judgment may be entered upon any award in any court having jurisdiction. I and Bank agree that the fact of the arbitration, all submissions to and proceeding before the arbitrators, and the written decision and findings of the arbitrators shall remain confidential between me and Bank unless necessary to appeal to a secure judicial review or confirmation, or as required by law.

The only exceptions to the negotiation, mediation or arbitration of disputes are that 1) I have the right to pursue a claim in a small claims court instead of arbitration if the claim is within that court's jurisdiction and proceeds on an individual basis, and 2) Frost has the right to act on any legal process and to pursue an interpleader action, as described in my Deposit Account Agreement. This agreement to arbitrate will apply without limitation, regardless of whether 1) my Account is closed; 2) I pay Frost in full any outstanding debt I owe; or 3) I file for bankruptcy.

The agreement to arbitrate applies whenever there is a dispute between me and Frost Bank and if a third party is also involved in the dispute, then the dispute will be decided with respect to the third party in arbitration as well. The third party must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

For purposes of arbitration, "I" includes any person who is listed on my Account, and "Bank" includes Frost Bank, all its affiliates, and all third parties who are regarded as agents or representatives of ours. The arbitration may not be consolidated with any other arbitration proceeding.

As is referenced above, the AAA or like organization will be the arbitration administrator. That organization will apply its procedures in effect at the time the arbitration claim is filed. This Agreement will control any conflicts between its procedures and this Agreement. In the event that the AAA or like organization is unable to administer the dispute for any reason, then any dispute less than \$100,000 shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties from the current membership roster of the "Texas Academy of Distinguished Neutrals" or, if the parties cannot agree, selected by the Academy's current Texas President from the current membership, Texas roster. Disputes in excess of \$100,000 where the AAA or like organization cannot serve shall be decided by a panel of three arbitrators selected in the manner and credentialed in the way described above. If the parties and the arbitrators cannot agree on the third arbitrator, the third arbitrator shall be designated by the President of the Texas Academy from the current roster of "Distinguished Neutrals" resident in Texas.

The arbitrator(s) will decide the dispute in accordance with applicable Texas law, including recognized principles of equity and statutes of limitations, conditions precedent to suit, and will

honor all claims of privilege recognized by law. The arbitrator(s) will have the power to award to a party any damages or other relief provided for under applicable law.

For disputes less than \$100,000, a single arbitrator will conduct the arbitration and will use substantive Texas law, and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to me or Frost, but not to anyone else. The arbitrator's authority is limited to the dispute between me and Frost. Disputes in excess of \$100,000 are subject to this same limitation.

The arbitrator(s)' decision, rendered in a reasoned opinion, will be final and binding on the parties. A party can file a written appeal to the arbitration administrator or request a new arbitration within 30 (thirty) days of issuance of the award. The appeal must request a new arbitration based on good faith objection to the reasoned opinion of the arbitrator(s) and shall be heard by three neutral arbitrators designated by the AAA or like organization. The panel will reconsider all factual and legal issues following the same rules of procedure, and based on majority vote, determine whether any reversible error has occurred. Any final arbitration award, rendered in a reasoned opinion, will be binding on the named parties and enforceable by any court having jurisdiction.

Frost will pay any costs that are required to be paid by Frost under the arbitration administrator's rules of procedure. Even if not otherwise required, Frost will reimburse me up to \$500 for any initial arbitration filing fees I have paid. Frost will also pay any fees of the arbitrator and arbitration administrator for the first day of any hearing. If I win the arbitration, Frost will reimburse me for any fees I paid to the arbitration administrator and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If I believe that I am unable to afford any fees that would be mine to pay, I may request that Frost pays or reimburses them, and Frost will consider my request in good faith on a case by case basis.

Rules and forms may be obtained from, and Claims may be filed with the AAA or like organization at their respective offices on their web pages. Arbitration hearings will take place in the county seat of the Texas county of my permanent residence at the time the Claim is filed. If my permanent residence is outside the State of Texas or the U.S., the arbitration proceeding shall be conducted in San Antonio, Texas.

It is possible that third parties involved in the negotiation, mediation, and arbitration protocol, such as lawyers, accountants, or contractors, who offer products or services to the public may be Frost customers. Frost provides this information only as a courtesy and convenience to me. Frost does not make any warranties or representations about the third parties or their products or services. Frost is not responsible for the third party's performance or to help resolve any dispute between me and the third party.

This provision limits my rights to a jury trial. I should review this provision carefully. If (i) neither I nor Frost seeks to compel arbitration of any dispute we have related to this Agreement, my Account, or any transactions involving my Account, or (ii) some or all of these arbitration provisions are unenforceable and we are in a dispute in a court of law, then each of us agrees to waive any right we may have to a jury trial to the extent allowable under Texas law.

I agree that, unless a different period is set forth herein, any claim, action, suit or proceeding against Frost for damages resulting in any respect from its acts or omissions in its performance under this Agreement must be brought within two (2) years from the date of Frost's alleged act or omission.

This agreement will be binding on my personal representative, executors, administrators, and successors, and on Frost's successors and assigns.

**VII. My Agreement to These Terms and Conditions.**

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other account(s) which I access using Online Banking Services.

**BY CLICKING ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR FROST ONLINE BANKING" SCREEN, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR FROST ONLINE BANKING" SCREEN AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.**

(NOTE: The foregoing provisions of Section VII. are applicable only in the event that I am accepting this Agreement to activate and receive Online Banking Services. If I am reviewing this Agreement for any other reason (for example, prior to signing up for Online Banking Services or as the result of Bank updating the terms and conditions herein), I understand and acknowledge that there may be no "Accept" button available on this web page.)