



Member FDIC

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE:

This Online Statement Delivery Agreement and Disclosure ("Agreement") is between Frost Bank and My Frost Online Banking Customers (Business and/or Consumer) regarding Customer's election for the receipt of statements, notices and disclosures electronically.

1. DEFINITIONS As used in this Agreement, the following terms shall mean: "Agreement" refers to this Online Statement Delivery Agreement and Disclosure. The words "we," "us," "our," "Frost Bank" and "Bank" refer to Frost Bank, the depository institution which will provide the Service pursuant to this Agreement. The words "you" and "your" in this Agreement refer to Business and/or Consumer My Frost Online Banking Customers who will be using the Service pursuant to this Agreement. "Service" refers to the Online Statement Delivery Service.

2. DESCRIPTION OF SERVICE Registering for this service indicates your desire to discontinue paper statement delivery. You understand that by clicking the "Accept" button below, you are agreeing that instead of receiving a paper statement each month, you will receive an e-mail notice, to be delivered to your designated primary e-mail address when your statement is available to view in My Frost Online Banking. E-mail notices will be sent for accounts selected by you for online delivery. These e-mail notices will be sent to you and may be sent to any and all signors on the account who have registered for the Service. You may access your statements and disclosures by logging into My Frost Online Banking and selecting the appropriate links to view your statements or disclosures. We 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 available in My Frost Online Banking.

Accounts may only be set up for Online Statement Delivery through My Frost Online Banking. You may not request that a Bank representative select Online Statement Delivery for an account on your behalf. Online statement delivery will continue until delivery options are amended by you or at the Bank's discretion.

You understand that an online statement will consist of what you currently receive in the mail, except as noted below. This includes, but is not limited to, the following conditions:

- If you currently receive imaged copies of checks with your paper statement, then the same will be available with your statement through My Frost Online Banking.
- If you currently receive cancelled checks with your paper statement, then imaged copies of your checks will be available with your statement through My Frost Online Banking. You will no longer receive cancelled checks in the mail. If you decide to cancel online statement delivery, then imaged copies of your checks will continue to be delivered with your paper statement. To receive cancelled checks with your paper statement, you must make this request directly with a Bank representative, and not by accessing My Frost Online Banking.
- If you currently do not receive images or cancelled checks with your paper statement, then check images will not be available with your statement on My Frost Online Banking.
- If you currently receive a CD-ROM Image Archive, a text version of your statement will be available through My Frost Online Banking. You will continue receiving by mail the CD-ROM containing the imaged copies of your checks.

Any changes you request will become effective within two statement cycles from the time the request was received by the Bank.

3. E-MAIL COMMUNICATIONS Required Information: As part of your registration for this Service, you agree to take the following steps and provide the following information:

1. *Primary e-mail address:* You must provide us a correct e-mail address that will be used to deliver e-mail notifications ("e-notifications") when a new statement is available to view online.

2. *Secondary e-mail address:* We **strongly** encourage you to provide us a second e-mail address, different from your primary e-mail address, as a back-up address. In the event an e-mail delivery to your primary e-mail address fails, an attempt to deliver an e-mail notice will be made to your secondary e-mail address. If you choose not to provide a secondary e-mail address, you understand and expressly agree that delivery of a paper notification through the mail is the only alternative method of notification in the event that e-notifications sent to your primary e-mail address fail.

3. *Verification of current physical mailing address:* By accepting this Online Statement Delivery Agreement and Disclosure you are verifying that as of the date of your acceptance you have provided us with your most current physical address information, and you agree to promptly provide us with your current physical address in the event it should change. You understand that notifications will be sent to this physical address only in the event that an e-mail notice sent to your primary e-mail address has been returned as undeliverable and you have no secondary e-mail address on file. Otherwise, you agree that we will be deemed to have acted reasonably if we attempt to deliver the e-mail notice to your primary e-mail address and if that e-mail notice attempt comes back to us as non-deliverable, then we need only send one additional notice to your secondary e-mail address on file with us (if any) or your physical address on file with us (if any), but not both. If you choose to pick up your statements at a Frost Bank financial center, then that will be where the physical notice will be kept for you in the event that attempts to deliver to the e-mail address you have provided us fails.

Customer Responsibilities:

You understand that it is your responsibility to update your e-mail address to ensure proper delivery of e-notifications. Should you change your e-mail address for any reason, you will notify us immediately to ensure that your Service and our communication are not interrupted. You may change your e-mail address by logging in to My Frost Online Banking, selecting the "View Account Services" tab, then "Edit Contact Information" link on the left menu, e-mailing webhelp@frostbank.com, calling one of our representatives in our Internet Banking Service Center at 1-877-714-4932, or writing to Internet Banking Service Center, P.O. Box 1600, San Antonio, TX 78296.

4. EQUIPMENT AND ACCESS REQUIREMENTS

In order for the Service to work properly, you must have hardware able to reliably run the software below:

- A Web browser, such as Mozilla Firefox or Microsoft Internet Explorer
- A pdf reader, such as Adobe Acrobat

You are also responsible for maintaining your own connection to the Internet. Internet connections are not part of the services of My Frost Online Banking. Furthermore, we recommend that you also have a printer connected to the computer from which you are accessing your My Frost Online Banking account so that you may print and save these disclosures and other information you receive electronically, including your online statement. You understand that you are responsible for installation, maintenance and operation of your computer and its software. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing computer system. The Bank is not responsible for any errors or failures of your computer or its software.

You agree that the equipment and access requirements have been satisfied in order to receive statements and disclosures electronically and you are responsible for any costs associated with this software. You are responsible for accessing, opening and reading statements and disclosures. It is your responsibility to notify the Bank if any statement is not accessible, is incomplete or is unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, the Bank will supply a copy of your statement at your request; however, a fee may apply subject to the Bank's current schedule of fees, and the Bank may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. The Bank is not accepting any responsibility to archive your statements beyond the time required by applicable law, or as stated in this Agreement, whichever is longer. You understand that you must complete the entire registration process through My Frost Internet Banking including an affirmative statement that you meet the minimum system requirements.

5. AMENDMENT AND CANCELLATION RIGHTS You understand that we reserve the right to amend this Agreement at any time by providing you notice of those amendments. We reserve the right to discontinue or modify this service at our sole discretion. By using the Service after you have been notified of any amendment(s) that have been made, you are agreeing to the terms in the revised Agreement. You

will be notified of any amendment or any change in a term or condition disclosed in this Agreement via e-mail to the e-mail address you have provided. You will receive one paper notification if the e-mail is rejected by your e-mail service or if we don't have a current e-mail or alternate e-mail address on file. The most current version of this Agreement is available at www.frostbank.com.

You may discontinue the electronic delivery of statements and account related disclosures through My Frost Internet Banking or by requesting this change through a Bank representative. The Bank reserves the right to continue sending e-mail notices of amendments to any electronic agreement at the e-mail address the customer has provided. Frost Bank will not impose any fees for the cancellation of online statement delivery; however, certain statement fees may apply subject to the current Frost Bank Schedule of Fees.

6. ACCEPTANCE OF TERMS AND CONDITIONS

BY SELECTING "ACCEPT", YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION. BY ACCEPTING THIS AGREEMENT, YOU CONSENT TO THE ELECTRONIC DELIVERY OF STATEMENTS AND OTHER BANK-RELATED DOCUMENTS. YOU UNDERSTAND THIS AGREEMENT IS EFFECTIVE AT THE DATE AND TIME OF THE BANK'S RECEIPT OF THIS ELECTRONIC AGREEMENT AND SIGNATURE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU UNDERSTAND THAT YOU SHOULD NOT SELECT "ACCEPT" AND THAT YOU SHOULD NOT USE THE SERVICE.