

Notice of Amendment to the Frost Bank Online Banking Agreement and Disclosure
Effective August 28, 2017

This amendment (the "Amendment") to Frost Bank's (the "Bank") Online Banking Agreement and Disclosure (the "Agreement") is effective August 28, 2017. This is an update to your existing Agreement which follows this Amendment. We urge you to carefully read this Amendment to the Agreement and to retain it for future reference.

Below are specific topics and portions of the Agreement that will be changed, effective August 28, 2017:

- (1) References to "Checkcard" have been changed to "Debit Card" throughout the Agreement.
- (2) In Section I(E) (Definitions), a new definition for "Debit Card" has been added and the definition of "Schedule" has been revised.
- (3) The title of Section IV(F) (Apple Pay Service) has been changed to "Digital Wallet Service," and the section has been revised.
- (4) A new section for the optional Zelle Services has been added to Section IV(G).
- (5) Section V(C) (Scheduling Transfers) has been revised.
- (6) Section V(G) (My Liability for Unauthorized Use) has been revised.
- (7) Section V(H) (Errors or Questions) has been revised.
- (8) Section VI(M) (Governing Law; Dispute Resolution; Arbitration) has been revised. A jury trial waiver and provision limiting the time in which a customer can bring certain claims against Frost has also been added to this section.

Your use of Frost Online Banking Services, including the Frost App and Frost Mobile, after August 28, 2017, constitutes your agreement to all of the changes described above. We are here to answer any questions you may have about this Agreement. Please feel free to call us at 1-800-513-7678. As always, thank you for choosing Frost as your banking partner.

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I. GENERAL DESCRIPTION OF AGREEMENT

A. What the Agreement Covers

This Internet Banking Access Agreement and Disclosure Agreement (“**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 phone or mobile device that allows text messaging or a mobile phone or other mobile 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.A. 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 Bank’s web site 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, e-mail and short message service (“**SMS**”) text messaging for any purpose within the limits of the Bank’s Customer Privacy Statement and this

Agreement. I understand that these agreements and statements are available for my review at 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 your Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under our funds availability rules, (2) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (3) other pending transactions such as ACH transactions, (4) any funds that are subject to final payment, and (5) any holds on your 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 services by which I direct the 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.

“CST/CDT” means Central Standard Time/ Central Daylight Time.

“Current Balance” means the balance of transactions that have cleared to date. It does not include transactions you may have initiated that have not yet cleared, such as checks you may have written but didn't present to Frost.

“Deposit Account(s)” means the checking, savings, money market, certificates of deposit, and/or individual retirement accounts that I have established at the 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 the 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 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, which may be called a Truth in Savings, Time Certificate of Deposit, Confirmation of Time Deposit, or ATM Fees and Limits Schedule.

“Site” or **“Website”** means the Frost website located at 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/Checkcard 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. The 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 the 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/Checkcard services;
- account maintenance, such as updating my customer information and changing my account preferences;
- ordering checks;
- various optional e-mail services and alerts that Bank may make available from time-to-time (“E-mail 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.

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 the 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 the 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 E-mail 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/Checkcard 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, my Password or my 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 e-mail 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 e-mail 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 THE BANK AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY E-MAIL 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 the Bank over the Internet by logging into Online Banking Services from a personal computer with my User ID, Password and AAI and selecting the "Request Assistance" 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, the 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 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 THE BANK AND HOLD THE BANK HARMLESS IF THE 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 the Bank over the Internet by logging into Online Banking Services from a personal computer with my User ID,

Password and AAI and selecting the "Request Assistance" 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 the 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, the 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) E-mail 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 "Request Assistance" link. Upon selecting the link, my web browser should show that a secure connection has been established. I may also send e-mail to webhelp@frostbank.com, however, I acknowledge that such e-mail 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 the Bank is by my logging into Online Banking Services at www.frostbank.com. As stated in Section IV.B.(2), any e-mail 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 e-mails from a specific trusted source, or that they are securely connected to a trusted web site, 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 e-mail or any SMS text message asking for any of the following personal or private information to be returned to Bank via e-mail, and I will not return such information via e-mail in response to any e-mail even if it purports to come from Bank: my complete account number with Bank; my social security number; any of my ATM/Checkcard numbers or PINs; my User ID, Password or AAI; or any other personal or private information. Frost will also never send an e-mail or any E-mail Service asking me to "click here" or "click on this link" to update my account information. All legitimate e-mail 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 e-mail or SMS text messages purportedly coming from Frost:

- **I should not trust e-mail headers or SMS text message numbers because they can be easily forged.**
- **I should avoid filling out forms in e-mail messages or SMS text messages because a return e-mail or SMS text message may not necessarily be returned to Frost, or may be misrouted on the way to the Bank.**

- From time to time, Frost may send out notification or other e-mails or SMS text messages regarding updated terms conditions, or services, and such e-mail 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 web site address purporting to come from Frost in any e-mail or SMS text message, and I understand that I can always type in www.frostbank.com to navigate to the official Frost website.
- should fill in all personal or private information only while logged into Online Banking Services because logging in establishes a secure connection with Bank.
- I understand and agree to notify Bank immediately if I believe my User ID, Password or AAI have been transmitted to a web site, 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 THE 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 the Bank to transfer funds, either by electronic transfer (such as Automated Clearing House (“ACH”)) or by check, to the Payee (each individual transfer being a Bill Payment or Payment). Unless otherwise required by law, the Bank is responsible only for using ordinary care in processing and sending Bill Payments I authorize according to this Agreement.

- a. **The 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 the 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 the Bank that prevented the Bill Payment, despite reasonable precautions that the 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 the 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, the Bank can reject the Payment without liability. If I have any questions regarding a rejection, I may contact one of the 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 the 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 ("e-mail") Communications from Bank; Optional E-mail 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 the Bank. I understand that Online Statement Delivery is also governed by the separate E-SIGN Disclosures and Agreement, available on www.frostbank.com. I understand that instead of receiving a paper statement each month for each of my accounts, I will receive an e-mail notice to be delivered to my Primary E-mail Address (defined below) when my account statements are available to view via Online Banking Services. I understand that these e-mail 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 the 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 the 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) E-mail 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.A. below. I understand that it is my responsibility to update my Primary E-mail Address (and any Secondary E-mail Address, as defined below) to ensure proper delivery of e-mails. Should I change my Primary E-mail 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 E-mail Address by accessing Online Banking Services. If I cannot enter the change through Online Banking Services, I may e-mail Bank at 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 e-mail address, different from my Primary E-mail Address, as a back-up address (“**Secondary E-mail Address**”). In the event that an e-mail delivery regarding my statement to my Primary E-mail address fails, Bank will attempt to send such e-mail regarding my statement to my Secondary E-mail Address. If the attempt to send such e-mail regarding my statement to my Secondary E-mail Address fails, or if I do not have a Secondary Email Address on file, the e-mail regarding my statement will be deemed delivered to me when it is e-mailed or otherwise made available to me. It is my responsibility to keep my Primary E-mail Address and any Secondary E-mail 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 e-mail notifications will be sent to my physical address if either (a) an attempt to send the same e-mail notice to any Secondary E-mail Address fails, or (b) I do not have a Secondary E-mail 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 E-mail 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 e-mail statements, notices and disclosures for Online Banking Services.

I acknowledge and agree that because e-mail is not secure, and due to the inability to verify identity via e-mail, Bank will not use e-mail 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 the Bank is only required to attempt re-delivery of failed e-mails originally sent to my Primary E-mail 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 e-mail (see security procedures and warnings in Section III.B.). **I AGREE TO INDEMNIFY THE BANK AND HOLD THE BANK HARMLESS IF THE BANK ACTS WITH ORDINARY DUE CARE AND IN GOOD FAITH IN RESPONDING TO ANY E-MAIL 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 "Request Assistance" 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 E-mail Services through Online Banking Services:

E-mail Services are available through Online Banking Services. Bank may make additional E-Mail Services available in the future. I understand that I may activate any of the E-Mail Services, and that my selected E-Mail Services will be effective after activation by my making selections in Online Banking Services. I accept and acknowledge that each E-Mail Service may not be encrypted, and because such E-Mail Services are not encrypted, Bank will never include my User ID, Password, or full account number. However, E-Mail 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 e-mail 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 E-MAIL SERVICE; INACCURATE CONTENT IN ANY E-MAIL SERVICE; ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE OF ANY E-MAIL SERVICE OR ITS CONTENTS BY ME TO ANY UNAUTHORIZED PERSON; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY E-MAIL SERVICE FOR ANY PURPOSE.** I also acknowledge that all of the terms and conditions regarding e-mail communications stated in Section IV.B.(1) also apply to optional E-Mail 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.A. 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 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 express consent to Bank to permit Bank to contact me for account alerts, servicing, marketing and fraud prevention purposes, and any other purposes as provided in this Agreement or under other applicable Bank agreements, including the 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). Bank will not provide offers, advertisements, or other marketing content through text messages or auto-dialed or prerecorded telephone calls unless I complete a separate consent form authorizing Bank to send such messages. I also agree and acknowledge that account alerts sent via e-mail 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, including an affirmative statement that my Mobile Device meets the 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. to access Mobile Banking Services, and to view and print any e-mail 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 the 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 will not provide offers, advertisements, or other marketing content through text messages or auto-dialed or prerecorded telephone calls unless I complete a separate consent form authorizing Bank to send such messages. 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 notify Bank immediately 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 www.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.

D. Non-Sufficient Funds Notification Service (“NSF Notification Service”) and Non-Sufficient Funds Display (“Display Service”).

The NSF Notification Service is an optional E-Mail 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 can use the Display Service to view any NSF's, whether or not I have subscribed to the NSF Notification Service.

I understand that the NSF Notification Service and the Display 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 e-mail (and via Mobile Banking Services, if applicable), and the Display Service, may not reflect a complete list of all NSF's and may include NSF items that the Bank has already paid. Furthermore, NSF transactions that Bank has already decided to pay may not be displayed in the Display Service, and NSF items displayed may subsequently be paid by Bank.

Each NSF Notification Service e-mail (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 Display 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 the 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 your 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 your Frost account information and the ability to aggregate and monitor your non-Frost accounts upon you 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 for a current list of features.

Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.

Proprietary Rights. You are permitted to use content delivered to you through the Personal Finance Management Service only on the Personal Finance Management Service. You may not copy, reproduce, distribute, or create derivative works from this content. You agree not to reverse engineer or reverse compile any of the Personal Finance Management Service technology, including but not limited to, any Java applets associated with the Personal Finance Management Service.

Content You Provide. You are licensing to Frost Bank and its service providers ("Service Provider") any information, data, passwords, materials or other content (collectively, "Content") you 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 you. By submitting Content, you 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, you authorize Bank and Service Provider to access third-party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Bank and Service Provider each a limited power of attorney, and you hereby appoint Bank and Service Provider each as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third-party internet sites, servers or documents, retrieve information, and use your 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 you might or could do in person. Information you 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 your 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. **YOU ACKNOWLEDGE**

AND AGREE THAT WHEN BANK OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD-PARTY SITES, BANK AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third-party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You 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. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR 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 YOUR SOLE RISK. THE PERSONAL FINANCE MANAGEMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AS BETWEEN YOU AND BANK AND SERVICE PROVIDER, COMPANY 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 YOUR 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 YOU THROUGH THE PERSONAL FINANCE MANAGEMENT SERVICE WILL MEET YOUR 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 YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR 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 YOU 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. YOU 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 YOUR 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, you 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 your use of the Personal Finance Management Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You 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. Apple Pay Service

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 the Apple Pay™ wallet ("Wallet") on any iPhone®, iPad®, or other mobile device that supports the Wallet (the "Apple Pay Service"), in the event that the Apple Pay Service is offered by Bank as part of Online Banking Services. I understand that my use of the Apple Pay Service is subject to the terms and conditions of this Section IV(F). Proceeding with using the Apple Pay Service constitutes your assent to and acceptance of the terms and conditions contained herein.

Relationship to Apple and Other Third Parties. The Apple Pay Service is a service offered exclusively by Apple using eligible Apple devices. Apple and Apple Pay are registered trademarks of Apple Inc. Frost does not own, operate, or control Apple Pay (including the Wallet), and is not responsible for any service provided to you by Apple or by any third party engaged by Apple. We likewise are not responsible for any information or other services provided to you by Apple or any other third parties associated with the Apple Pay Service. We are not liable for any failure or performance of the Apple Pay Service or any third party's products or services.

Apple, your wireless carrier, and other third party websites or services integrated in the Apple Pay Service have their own third-party agreements and you are subject to those third-party agreements when you give them your personal information, use their services, or visit their respective sites. **It is your responsibility to read and understand the third-party agreements before creating, activating, or using a Mobile Card in Apple Pay.**

We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Apple Pay Service or your Supported iOS Device). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Supported iOS Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Apple Pay (other than questions or issues specific to the use of a Mobile Card), please contact Apple.

Relationships to Other Frost Agreements. Your enrollment in the Apple Pay Service does not impact any other agreement we have with you. The terms of use for your Payment Card which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Apple Pay Service. Your cardholder agreements with us contain arbitration provisions which also apply to your use of your Payment Card through the Apple Pay service. For the avoidance of doubt, any transaction you make with your enrolled Frost Payment Card using the Apple Pay Service will be considered the same as if you had used your Payment Card in person to conduct the transaction and all applicable fees and interest will apply per the terms of your cardholder agreement with us.

Eligibility. Frost reserves the right to restrict the use of certain Payment Card types within the Apple Pay Service. For the most current list of Payment Card types that are eligible for the Apple Pay Service, please visit www.frostbank.com. In order for us to authorize your use of your Frost-

issued Payment Card within the Apple Pay Service, your Payment Card must be an eligible Payment Card type, your Payment Card and the underlying account must be in good standing, and you must not be restricted from using Apple Pay based upon any limitations imposed by Apple, your wireless service provider, and/or any third party associated with Apple Pay.

Device Eligibility. Apple Pay enables you to create virtual representations of your Payment Cards (collectively, “Mobile Cards”) on an eligible Apple 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 your Payment Card (in lieu of you presenting your physical Payment Card) and (ii) in-app or other digital commerce payments at merchants participating in Apple Pay. You are required to have an eligible Apple device (a “Supported iOS Device”) in order to use this service. Apple, in its sole discretion, determines which Apple devices are eligible to be used with the Apple Pay Service. Devices which have been unlocked in an unauthorized fashion (“jail-broken”) or otherwise modified are not eligible to use Apple Pay.

You acknowledge that use of an ineligible mobile device with the Apple Pay Service is expressly prohibited, constitutes a breach of these terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Apple Pay Service. We are not liable to you for the effects (third party or otherwise) of such termination or suspension. For a complete list of eligible devices that support Apple Pay, please see: <https://www.apple.com/apple-pay/>

Use of Your Mobile Cards. When you select a Payment Card to use with Apple Pay, certain account information for the Payment Card will be transmitted to and stored according to the Apple Pay and payment card network procedures and systems for the Supported iOS Device to facilitate your participation in the Apple Pay Service. Once the account information for a Payment Card has been stored in accordance with the Apple Pay procedures, it is represented by a Mobile Card within the Apple Pay function. By selecting a Mobile Card and placing your Supported iOS Device near a merchant’s contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant’s products or services with that Mobile Card through the Apple Pay 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 your identity. Once created, a Mobile Card may work even if you do not have wireless service.

Apple Pay also provides you access to information related to the Payment Cards that have been added to your Supported iOS Device. This may include information about card cancellation or suspension due to issues such as an expired card, detection of fraud or past due payments.

For each Payment Card added to Apple Pay, you may also view the last 10 purchase transactions made by you on that Payment Card, whether or not made using the Supported iOS Device, but not the transactions made by any additional card member on your card account. The information will include the date, purchase amount and merchant name. 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). Apple Pay provides you with the option and ability to turn off this purchase transaction reporting for each Mobile Card. For additional card account information, please log into your Online Banking Account, or call the number on the back of your Payment Card.

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

Fees. We do not currently charge any fees for using the Apple Pay Service. Please review your Frost Deposit Account Agreement and applicable Schedules for any applicable fees, interests, or other charges associated with your Account. You understand, however that your third-party agreements may contemplate fees, limitations, and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree you are solely responsible for all such fees and agree to comply with such limitations and restrictions.

We reserve 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 you at least 30 days in advance of the date such charges will take effect.

Suspension; Cancellation. We reserve the right for any reason to discontinue offering or supporting any Mobile Card or to not participate in the Apple Pay Service. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate the terms of this Agreement or any of your card member agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Payment Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your 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 the Apple Pay Service in its sole and absolute discretion. We also caution you 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 APPLE PAY SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE APPLE PAY 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.

You may remove one or more of your Mobile Cards from Apple Pay at any time by pressing the "Delete" button in Apple Pay or by calling the number on the back of your Eligible Card.

Electronic Contact. You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. These electronic communications will relate to your use of the Apple Pay Service. You agree to update your email address when it changes by contacting us.

Data Privacy. When creating your Mobile Card, we collect certain information from Apple to verify your identity, to enable you to use a Mobile Card and facilitate your participation in the Apple Pay Service. You authorize Frost to collect, use and share your information in accordance with the applicable Frost privacy policies, as they may be amended from time to time. To facilitate your participation, also note that we will make certain account information relating to each Payment Card you have selected to use with Apple Pay available for display, including your most recent transaction data, but not your full Payment Card account number. You may decline to have the transaction data made available for display and still use Apple Pay, but you must turn off this feature manually with Apple through Apple Pay. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your Supported iOS Device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

You understand and acknowledge that third parties, such as Apple, Visa, and/or MasterCard will have access to certain details regarding eligible Payment Card transactions made using the Apple

Pay Service. You understand that information that is provided to or held by Apple or other third parties in relation to the Apple Pay Service is outside the control of Frost. As stated earlier, Frost is not responsible for the Apple Pay Service or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Apple or another third party through Apple Pay, or that is collected or accessed by Apple in the course of your use of a Mobile Card or Apple Pay, is subject to third party agreements, and is not governed by Frost's Customer Privacy Statement or this Agreement.

Changes to Apple Pay Service Terms. We reserve the right to revise these Apple Pay Service terms at any time and you are deemed to be aware of and bound by any changes to these terms by your continued access to or use of any Mobile Card. We will indicate that changes to these terms have been made by updating the date indicated after "Last Modified:" at the beginning of this Agreement. You will also be able to view the revised Apple Pay Service terms on your Supported iOS Device by accessing any of your Mobile Cards. If you do not accept any revisions made to these terms, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s).

Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU "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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR SUPPLIERS, ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD 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 APPLE PAY SERVICE AND THE NETWORKS OF WIRELESS CARRIERS. FROST DOES NOT OPERATE THE APPLE PAY SERVICE OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE APPLE PAY SERVICE OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FROST DISCLAIMS ANY RESPONSIBILITY FOR THE APPLE PAY SERVICE OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED iOS DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH APPLE AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM FROST OVER THE INTERNET FROM YOUR SUPPORTED iOS DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE SELECT.

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE APPLE PAY SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

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

License for Any Mobile Card. A MOBILE CARD IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. FROST RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card on your Supported iOS Device solely in accordance with these Apple Pay Service terms. The license is limited to use on any Supported iOS Device that you own or control and as permitted by any applicable third-party agreements. Such license does not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run Apple Pay or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card 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) and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Mobile Card(s) or the Apple Pay Service in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense the Mobile Card or the Apple Pay Service. You 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 Apple Pay 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 Apple Pay Service). Any attempt to do so is a violation of the rights of Frost and its Third Party Licensors. If you breach this restriction, you 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.

You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we 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 you or Frost. Your rights will terminate automatically without notice from Frost if you fail to comply with these Terms of Use or if we terminate your use of your Mobile Card. Upon termination of the license, you must cease all use of the Mobile Card and delete all Mobile Card(s) from Apple Pay.

Indemnification. In addition to the indemnification provisions contained elsewhere in this Agreement, you shall indemnify and hold Frost, its 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) your use of any Mobile Card and the Apple Pay Service or (ii) any breach of the terms and conditions set forth in

the Terms of this Agreement by you or other users of the Apple Pay Service using your Mobile Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis. You 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 YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE 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.

Your Responsibilities.

A. Payment Card Enrollment in the Wallet

If you want to add a Payment Card to the Wallet, you agree to follow the procedures adopted by Apple and any further procedures we adopt. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Payment Card is accepted.

B. Report Lost or Stolen Devices or Payment Cards

If you enroll in Apple Pay and your Supported iOS Device is lost or stolen, or you have reason to believe that your Supported iOS Device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to disable your Payment Card for use within the Apple Pay Service. Note, however, that you are also responsible for notifying Apple if your Supported iOS Device is lost or stolen. Frost is not responsible for and is unable to disable your Supported iOS Device; Frost can only disable your Payment Card.

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

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

C. Security

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

Apple Pay and your Supported iOS Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of Apple. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

D. Account Ownership/Accurate Information

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Apple Pay Service. You represent and agree that all information you provide to us in connection with the Apple Pay

Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Apple Pay Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Apple Pay Service.

G. Optional Send Money Service

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

We grant to you, for your personal use, a nonexclusive, limited and revocable right to access and use the Frost Send Money Service. You 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 our 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, you 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. We have the right to determine eligibility of accounts in our 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 your 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.

You agree that you will not use the Frost Send Money Service for international transfers, which are prohibited under this Agreement. You further agree not to use the Frost Send

Money Service to send or receive money from anyone to whom you are 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 you 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. Please refer to your Frost Deposit Account Agreement for more information.

If you are a sender of any transfer using the Frost Send Money Service, you represent and warrant that you are 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.

Your use of the Frost Send Money Service is subject to the terms of clearXchange's User Service Agreement, available at <https://www.clearxchange.com/payments/service-agreement>, and clearXchange's Privacy and Information Security Notice, available at <https://www.clearxchange.com/payments/privacy-and-security>.

(2) Statements:

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

(3) Disclosure of Account Information to Third Parties:

We may disclose information to third parties about your account or the funds you 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 your account or the funds you send or receive;
- d. to comply with government agency or court orders;
- e. in accordance with your written permission; and
- f. as otherwise permitted by the terms of our Customer Privacy Statement.

Our Customer Privacy Statement, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Frost Account. It can be viewed on www.frostbank.com.

(4) Mobile Banking Services:

Your 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, you agree to the terms set forth in Section IV(C) of this Agreement.

(5) Text Services:

Your 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, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your phone carriers or other parties. We 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 you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service 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, you must stop using the Frost Send Money Service.** For help or information on the Text Services, reply HELP to the text message.

(6) Cessation of Your Service:

You 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 e-mail 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. We 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, you acknowledge and agree that, we 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 we determine in our discretion or claim a refund from you 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 us.

Transfers between Frost Accounts: If you use the Frost Send Money Service to send money, you authorize us to withdraw funds from your designated Pay From Account for all transfers of funds that you initiate through the Frost Send Money Service and you agree to have sufficient funds or available credit in your Pay From Account on the date of the transfer request for each such transfer you schedule until the transfer is completed or cancelled. We will not be obligated to make any transfer you 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 your 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 us and at least one external account.

Transfers between a Frost Account and an External Account: You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through the Frost Send Money Service and you agree to have sufficient funds or available credit in your Pay From Account on the date of the transfer request to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is completed or cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds or credit (including any available overdraft protection account and any courtesy overdraft amount you may have) in your 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 us 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 we receive 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 you and we 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 us or the third party institution which holds the external account, as the case may be. You acknowledge that you 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 us 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.

Transfers between a Frost Account and a Participating Financial Institution Account: You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through the Frost Send Money Service and you agree to have sufficient funds in your Pay From Account when you initiate such requests to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is completed or cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds (including any available overdraft protection account and any courtesy overdraft amount you may have) in your 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 canceled 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 us 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 us to use the Frost Send Money Service. However, if we process a transfer in accordance with your instructions that overdraws your Frost Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. If we process a transfer in accordance with your instructions that overdraws your external account, the financial institution holding that external account may assess fees or charge interest for any such overdraft. We 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." You 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 you as may be required by law.

(14) Terms Applicable Only to Consumer Accounts:

The following additional terms apply whenever you 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. Your 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 you 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:

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

(16) No Warranties:

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE FROST SEND MONEY SERVICE IS AT YOUR 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 YOU. YOU ACKNOWLEDGE THAT WE MAKE 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, WE DISCLAIM 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 NON-INFRINGEMENT 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 YOU IS IMPLIED IN THESE DISCLAIMERS.

(17) Risk Of Loss:

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your 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 you as part of the Frost Send Money Service is not the official record of your Frost Account or its activity. Your Frost Account statement, furnished to you by us for Frost Accounts in a paper format, or electronically if you are enrolled in paperless statements service, 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 you 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 the 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 the 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 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 the 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. Canceling 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 canceling 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 I.
- 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, my Password, my AAI or my 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, my Password and/or my 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, my Password and/or my 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. If I do not tell Bank within sixty (60) days after the statement was mailed to me, 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 checkcard 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 report the unauthorized transactions to Bank. Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I was either grossly negligent or fraudulent in the handling of my Online Banking Services

Transactions processed through the VISA or MasterCard system. 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 the 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 E-MAIL 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 E-MAIL 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 E-MAIL 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 E-MAIL 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, 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 the Bank's discretion, to any subsidiary or affiliate**
- **If I give Bank my written permission**
- **As otherwise permitted in the 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 the 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 E-mail 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 e-mail, 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 e-mail because I have changed my Primary E-mail Address and not informed the 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.

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 the Bank website at www.frostbank.com and following the instructions for de-selecting a particular Online Banking Service or Mobile Banking Service. I understand that the 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 e-mail messages entered via Online Banking Services for record keeping purposes, and I authorize Bank to record such information. The 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 the Bank's Customer Privacy Statement available at 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 web site. I should refer to the Frost "Terms and Conditions of Use" regarding the Frost site (available at 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 the Bank’s sole discretion. The 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

All disputes arising from or related to your 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 your 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 YOUR 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). 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, you and the Bank shall first attempt to resolve any dispute arising out of your Account or this Agreement through negotiation. Such negotiation may include an "in person" meeting between you and the 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 you decline to negotiate, you will be deemed to have waived your right to negotiate or mediate and your 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 you and Bank are unable to resolve the dispute through negotiation, then you and Bank agree to submit the dispute to mediation. Either you or the 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. You may designate the mediator. The person you select must have either 10 years or more of practical working experience in the commercial banking industry, 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 be a member in good standing of the Texas Academy of Distinguished Neutrals. The Bank shall make no objection to the mediator except for good cause shown. If you fail to designate a mediator, or fail to participate in the mediation, you will be deemed to have waived your right to mediate and your only remedy is binding arbitration.

The mediation shall occur in the county seat of the Texas county of your permanent residence, or if your 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 you and the Bank, and you and the Bank shall each be solely responsible for payment of your share of such costs, expenses and fees.

If the mediation is not successful, either you or the 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 you and one by the Bank. The third arbitrator shall be

selected by mutual agreement of the parties. If you and the Bank are unable to agree upon the appointment of the third arbitrator, your 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 you and the Bank to serve as an arbitrator must have either 10 years or more practical working experience in the commercial banking industry, 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 be a member in good standing of the Texas Academy of Distinguished Neutrals. If the third arbitrator is jointly selected by your and the 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 your permanent residence, or if your 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 calendar days after notice is given. Also, you and the 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, you and the 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. You 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 you and Bank unless necessary to appeal to a secure judicial review or confirmation, or as required by law.

The only exception to the negotiation, mediation or arbitration of disputes is that you 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. This agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Agreement to arbitrate applies whenever there is a dispute between you 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, "You" includes any person who is listed on your 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 you or Frost, but not to anyone else. The arbitrator's authority is limited to the dispute between you 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 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 you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first day of any hearing. If you win the arbitration, we will reimburse you for any fees you 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 you believe that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your 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 county seat of the Texas county of your permanent residence at the time the Claim is filed. If your 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. We provide this information only as a courtesy and convenience to you. We do not make any warranties or representations about the third parties or their products or services. We are not responsible for the third party's performance or to help resolve any dispute between you and the third party.

This agreement will be binding on your personal representative, executors, administrators, and successors, and on our 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.)