

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

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

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

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

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

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

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

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

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

- (1) Revised Agreement “Table of Contents” to reflect revised Agreement section titles and new Agreement sections.
- (2) Revised Agreement language to make conforming language changes regarding cross-references, removal of references to MasterCard and ATM cards, defined terms and consistency of terminology throughout.
- (3) Added definitions for “Business Account,” “Hold,” “Legal Process,” “Personal Account,” and “Security Procedures” to Section II (Definitions).
- (4) Section III.C. (Fraud and Loss Prevention; Legal Process; Legal Compliance; Reservation of Rights) has been revised regarding Account Hold reasons and process. Provisions regarding Customer disclosure obligations and Bank’s corresponding rights regarding Customer profits derived directly or indirectly from sales of cannabis, industrial hemp, hemp-derived or CBD products have been added to this section.
- (5) Revised Section III.D. (Account Termination) regarding Account termination process and requirements when the Account is terminated either by Customer or Frost.
- (6) Added new Section III.F. (Frost Bank Property, Branch and ATM Code of Conduct) to implement new Customer code of conduct requirements.
- (7) Revised Section IV.C. (Consent to Autodialed and Prerecorded Phone Calls and Text Messages) to revise the title of this section to “Consent to Autodialed and Prerecorded Phone Calls and Text Messages; Consent to Fraud Alert Text Messages and Email Communications; Consent to Geo-Location Based Fraud Prevention.” Provisions regarding Customer granting the Bank prior express consent for the Bank and Bank’s third-party providers to (1) send autodialed text message fraud alerts and email fraud alerts to any phone number (including any mobile phone number) and email address provided by Customer to Bank, and (2) for Bank and Bank’s third-party service providers to use Customer’s unique mobile device ID, mobile device location services, IP address for laptop or desktop computers, and security tokens or cookies that Frost may place on Customer’s mobile or other devices for fraud prevention purposes have been added to this section.
- (8) Revised Section VI.D. (Deposit Rules), Subsection (1) (Endorsements), to clarify endorsement requirements and require specific mobile deposit endorsement language for all checks deposited via Frost Digital Deposit services, and to clarify missing endorsement and multi-entity endorsement issues.
- (9) Revised Section VI.E. (Withdrawal Rules), Subsections (6) (Power of Attorney) and Subsection (7) (Agents), regarding power of attorney presentation, acceptance, rejection and related agent appointment issues.
- (10) Revised Section VI.E. (Withdrawal Rules), Subsection 10 (Facsimile Signatures) to add Customer signature stamps as a type of Customer facsimile signature.

- (11) Revised Section VI.I. (Stop Payment Orders) to change section title to “Stop Payment Orders for Checks,” and to remove all references to stop payment order requests for non-check transactions. Added language to this section to provide clarity with regard to the stop payment order process for checks. Removed provisions regarding stop payment orders for one-time and recurring debit card, electronic funds transfer and ACH transactions, which are now contained in Section X.B. of the Agreement as described further below.
- (12) Revised Section VI.O. (Account Statements) regarding statement availability and Customer “hold statements” requests.
- (13) Former Section VI.R. (Notices) is replaced by new Section VI.R. (Cash Vault Services and Smart Safe Services) to add provisions regarding Bank’s Cash Vault services and Smart Safe services.
- (14) Text of former Section VI.R. is renumbered as new Section VI.S. (Notices).
- (15) Revised Section VII.A. (Funds Availability Policy Disclosure) to clarify when a mobile deposit check item or other remote deposit check item is deemed “received” by the Bank for funds availability purposes.
- (16) Revised Section X.B. (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau’s Regulation E), Subsection (1) (ATM and Debit Card Transfers and Limitations) to add new item (iv) regarding ATM maintenance and stand-in mode clarifications regarding limited transaction capabilities and balance information during stand-in mode.
- (17) Revised Section X.B. (Required Disclosures Under Electronic Funds Transfer Act and the Consumer Financial Protection Bureau’s Regulation E), Subsections (10) (Stop Payments on ATM, POS or Debit Card Transactions) and Subsection (13) (Preauthorized Payments) to address and clarify stop payment procedures and requirements for ATM, POS, Debit Card and ACH Transactions, both one-time and recurring transactions.

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

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

- (1) Revised Agreement “Table of Contents” to reflect revised Agreement section titles and new or deleted Agreement sections.
- (2) Revised Agreement language to make conforming language changes regarding cross-references, removal of references to MasterCard and ATM cards, defined terms, and consistency of terminology throughout.
- (3) Added new Section I.E. (Third-Party Sites) to clarify Customer responsibilities for linking to third-party websites that Bank may provide through Online Banking Services.
- (4) Deleted Section IV.C. (Optional Mobile Banking, Subsection 2 (Additional Information Regarding SMS Text Messages) because Bank is no longer supporting Online Banking Services to be

performed via SMS text message (i.e. no more “Text Banking” services).

- (5) Revised Section IV.G. (Optional *Zelle* Services) to move the *Zelle* Service terms to a standalone addendum to the Frost Bank Online Banking Agreement and Disclosure now titled the “*Zelle* Terms of Service.”
- (6) Deleted Section IV.H. (Optional Send Money Services) because Bank is no longer offering this service.

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

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

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

