

**As part of your relationship with Frost, we want to ensure you have all the information you need to effectively manage your accounts and services. We are required by law to give you certain information “in writing”, which means you are entitled to receive it on paper. We may, however, provide some of this information to you electronically, instead, with your prior consent. This E-SIGN Disclosure and Agreement (“E-SIGN Agreement”) describes how Frost Bank and its affiliates (collectively, “Frost”, “we”, or “us”) communicates with you electronically, provides additional detail about Electronic Communications that we provide you, and sets out hardware and software requirements you need to receive these Electronic Communications and disclosures. Please review this E-Sign Agreement as it applies to required initial and future disclosures and agreements related to your accounts.**

#### **A. Generally**

You understand that you must read this E-SIGN Agreement carefully and keep a copy for your records. In order to register for and use Online Banking Services, and to open any Frost accounts online via Online Banking Services (as Frost may allow), you are agreeing to the electronic delivery of legal disclosures, agreements, instructions, communications, online statements (if you select Online Statement Delivery), and other notices related to such services, and you are also agreeing to electronic delivery for all other legal disclosures, agreements, instructions and communications you have with Frost. If at some point in the future you no longer want to receive Electronic Communications, you may revoke your consent, but doing so will not affect the legal effectiveness, validity or enforceability of Electronic Communications that were made available to you prior to the implementation of your revocation of consent for Electronic delivery. “You” and “your” mean you, the individual(s) or entity identified on any Frost account you have with us now or in the future, including any account(s) you open online.

#### **B. Additional Copies**

You have the right to request that Frost provide you in paper or non-electronic form any Electronic Communication, although you are aware that charges and fees for such non-electronic copies may be charged in accordance with Frost’s most current fee schedule. You may request paper copies of any Electronic Communication within 90 days of the Electronic Communication by calling us 24/7 at 1-800-513-7678 or by writing us at Customer Service, P.O. Box 1600, San Antonio, Texas, 78296. You may also request additional electronic copies of any Electronic Communication by contacting Frost within 90 days of the original date of the Electronic Communication.

#### **C. Hardware and Software Requirements**

You will need a device with internet access and current version of Internet Explorer, Safari, or Chrome browser, and a valid email address. We recommend that you use the latest version of the supported browsers, keep your security settings up to date and that you enable JavaScript. You will also need a printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form. By your acceptance of this E-SIGN Agreement, you represent that you will maintain all hardware and software necessary to receive, view, and maintain (including, but not limited to saving and/or printing) any Electronic Communications provided to you.

#### **D. Revocation of Consent**

You may revoke your consent to this E-SIGN Agreement at any time. To revoke your consent to this E-SIGN Agreement, log on to Frost Online Banking to change your statement delivery option to paper statements, call us 24/7 at 1-800-513-7678 or write us at Customer Service, P.O. Box 1600, San Antonio, Texas, 78296. Termination of electronic acceptance will result in your being unable to receive Electronic Communications, including, but not limited to, not being able to use Online Statement delivery. Revoking your consent to this E-SIGN Agreement will not affect the legal effectiveness, validity, or enforceability of electronic disclosures or records that were made available to you prior to the implementation of your revocation of consent.

#### **E. Federal Law; Termination and Changes**

You acknowledge and agree that your consent to Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

#### **F. Agreement and Acknowledgement**

By consenting to E-Sign, you represent and warrant that: (i) you have read, understood, and agree to the terms of this Agreement; (ii) you consent to receive electronic documents as stated in this Agreement; and (iii) the Internet devices that you will use to receive the Electronic Communications meet the system requirements to access information and to retain information as stated in this E-SIGN Agreement.

**If you DO NOT want to consent to receiving Electronic Communications, PLEASE EXIT ONLINE BANKING ENROLLMENT OR ONLINE ACCOUNT OPENING NOW. You understand that if you DO NOT want to consent to receiving Electronic Communications, you should NOT proceed.**

(Note: Frost makes this agreement available for review on [frostbank.com](http://frostbank.com) and by request. The foregoing provisions of Section F are applicable only in the event that you are accepting this E-SIGN Agreement to enroll in and receive Electronic Communications. If you are reviewing a copy of this E-SIGN Agreement during any other time or if a copy is provided to you in another form, you understand and acknowledge that there may be no consent process associated with the review of the copy provided to you.)