

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE:

Welcome to the Frost Bank web site. Frost Bank and its affiliates ("Frost Bank" or "Bank") provide access to its web site (the "Site") and its products and services to you subject to the following Terms and Conditions of Use (the "Terms"). By accessing the Site, you consent to and accept the Terms and any amendments to the Terms.

Frost Bank may revise the Terms at any time, without giving you prior notice, by updating this posting. You can review the most current version of the Terms at any time at: http://www.frostbank.com or through other notice to you. In addition, once you have registered for any Frost Bank service or services (the "Service(s)") available through the Site, you and Frost Bank shall be subject to the applicable agreement ("Service Agreements") that you agree to at the time of registration for the service. You agree to review the Terms regularly, and your continued access or use of the Site will mean that you agree to any changes.

USE OF SITE

In order to access the Site, you must obtain access to the Internet by subscribing to an Internet Service Provider ("ISP") of your choice and by using compatible hardware, software, and web browser. You are solely responsible for any fees associated with your access to the Internet, including the fees of your ISP. To protect the security of your personal account information, Frost Bank requires you to use a web browser that supports adequate security measures including the use of Secure Socket Layer (SSL) encryption technology, as determined from time to time by the Bank. At the time you access a Service where personal account information is available, Frost Bank will advise you if you do not have a currently acceptable web browser version and will provide you the opportunity to upgrade your version.

You are responsible at your expense for the procurement, installation, maintenance, and operation of any necessary equipment to access the Site. The Bank is not responsible for any errors or failures of your equipment. As with all uses of the Internet, you should use anti-virus software when accessing the Site. The Bank is not responsible for any computer virus or related problems that may be associated with your use of the Site or any of the Service(s).

All products and services of Frost Bank are subject to the terms and conditions of the applicable Service Agreements governing their use. Product offers, rates, terms, and other information provided are subject to change without notice.

Frost Bank restricts access to Password-protected areas of the Site to authorized users only. If you are an authorized user, you are responsible for maintaining the confidentiality of your UserID, your Password and for any Additional Authentication Information (AAI) that Frost Bank may require you to enter for security and authentication purposes. For all transactions you conduct as an authorized user, you must use your User ID and Password, and from time-to-time you may be asked to enter your AAI for additional security purposes or procedures. You agree to immediately notify Frost Bank of any unauthorized use of your UserID, your Password and/or your AAI, or any other breach of security. For security reasons, you should not leave your computer unattended while using the Services and you should always log out of the Site after using the Services. Frost Bank is not liable for any loss or damage arising from your failure to protect the confidentiality of your UserID, Password and/or AAI, or your other security lapses.

CHILDREN USING OUR SITE AND OUR SERVICES

Naturally, the safety of children is very important to Frost Bank. Children should always ask a parent or legal guardian for permission before sending personal information to anyone online. Frost Bank is a general audience Site, and we expect that children may visit our Site. Only the parent or legal guardian of a child under the age of 13 can access our Services, even when a deposit account has been established on behalf of the child. Should you have additional questions or concerns, please contact our Internet

Banking Service Center 1-877-714-4932, Monday through Friday 8:30 a.m. to 9:00 p.m. and on Saturdays from 9:00 a.m. to 1:00 p.m. CST/CDT.

PRIVACY POLICY

Frost Bank reserves the right to place various "cookies" or similar text files on your computer to record preferences you have entered and to modify the Site accordingly, and also for security or user authentication purposes. For information regarding Frost Bank's privacy policy and use of cookies, please see the Privacy Statement. The privacy policies of other businesses providing any of the services and products on the Site may be different than those of Frost Bank and you should review those policies before engaging in a transaction or providing any personally identifying information to such businesses.

COMMUNICATIONS

All communications or other materials transmitted to Frost Bank through this Site are not confidential and are deemed to be Frost Bank's property. The communications or other materials may be used for any purpose within the limits of our Customer Privacy Statement.

Electronic mail ("e-mail") communication over the Internet is not confidential or secure. Frost Bank is not responsible for any damages in connection with an e-mail you send to Frost Bank or an e-mail Frost Bank sends to you at your request.

If you register for a Service, you agree to provide true, accurate, current and complete information about yourself, if prompted by the Service's registration form, and to maintain and promptly update the registration data to keep it true, accurate, current and complete. Frost Bank reserves the right to verify any personal information you provide and the right to make inquiries about you to the extent allowed in our Customer Privacy Statement with regard to a request by you or a co-signer for a product, service, or customer assistance. If you provide any information that is untrue, inaccurate, not current or incomplete, or Frost Bank has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Frost Bank has the right to suspend or terminate your access to the Site and refuse any and all current or future use of the Services (or any portion thereof).

COPYRIGHT/TRADEMARKS

This Site is owned and operated by Frost Bank, or others as indicated. All of the material displayed on this Site, including the images, design, look and feel, photographs, audio, page headers, software, buttons, video, other icons, graphics, text, screens, and web pages and the selection and arrangement thereof ("Content") is either the property of Frost Bank or is displayed by way of a license from the material's owner. Frost Bank, or others as indicated, also owns the trademarks, service marks, registered service marks, or registered trademarks and logos ("Marks") displayed on the Site. You agree not to use the Content or Marks for any purpose without the express written consent of Frost Bank or the third party that may own the Content or Marks.

BOOKMARKING AND LINKING

You understand that you may create a bookmark in your web browser to the Frost Bank home page. You may not create any link to either the Frost Bank home page or any other of the Bank's web site pages without the written approval of Frost Bank, including, without limitation, a link on a publicly accessible web site. You may not use any of Frost Bank's Marks or Content. No person may link to this Site from any web site not owned or sponsored by Frost Bank without first notifying Frost Bank of the intention to create such link and obtaining Frost Bank's written permission. No web site linking to this Site may frame or border this Site with the content of the linking site visible in the same window without Frost Bank's express written permission. Any use of materials on this Site without the prior written consent of Frost Bank other than as expressly set out herein is prohibited.

THIRD PARTY CONTENT, PRODUCTS AND SERVICES

Frost Bank may provide you links to Internet web sites maintained by third parties. Frost Bank does not control such third parties and does not operate, control or endorse in any respect any information,

products or services on such third party web sites. Your use of third party content or purchase of third party products or services is at your own risk.

NO WARRANTIES

FROST BANK PROVIDES THE SITE, ALL CONTENT AND THE PRODUCTS AND SERVICES OFFERED FOR SALE ON THE SITE TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. FROST BANK DISCLAIMS ANY AND ALL SUCH 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, ACCURACY, ACCESSIBILITY, NON-INTERRUPTION AND NONINFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

EXCLUSION OF DAMAGES: LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FROST BANK SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE TERMS, THE SITE OR THE SERVICES, EVEN IF FROST BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THE TERMS, FROST BANK SHOULD HAVE ANY LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE TERMS, THE SITE OR THE SERVICES, YOU AGREE SUCH LIABILITY SHALL NOT EXCEED \$1,000.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS CLAUSE GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS FROST BANK FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD CONSTITUTE A BREACH BY USER OF THESE TERMS AND CONDITIONS.

LAWS AND REGULATIONS

The Terms constitute the entire agreement between you and Frost Bank with respect to your access to the Site and governs your use of the Site, superceding any prior agreements between you and Frost Bank. Nothwithstanding the foregoing, Authorized users may be subject to additional terms and conditions as set forth in any other applicable Bank online services agreement. You agree that Texas law, without regard to conflicts of law principles, shall govern your access to and use of this Site, except to the extent such laws are preempted by federal law or regulation. You and Frost Bank agree, to the maximum extent permitted by applicable law, to submit to the personal and exclusive jurisdiction of the state or federal courts located within Bexar County, Texas and to venue in San Antonio, Texas. Unless otherwise specified, this Site is controlled and operated by Frost Bank from its offices within the state of Texas. Frost Bank makes no representation that materials in the Site or the Services are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Frost Bank reserves the right to seek all remedies available at law and in equity for violations of these terms and conditions, including the right to block access from a particular Internet address to the Site.

This Site is intended for use only in the United States or other jurisdiction that would recognize the choice of law and choice of jurisdiction provisions made herein. The failure of Frost Bank to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must give us notice of any claim or course of action (a "Claim") arising out of or related to use of the Site within one (1) year after you became aware of the material facts and circumstances giving rise to such Claim and any Claim must be filed within two (2) years after such claim arose or be forever barred.