

# Frontier Bank Online Banking Agreement

(Original Contract Dated 07/08/2004)

(Last Amended 07/22/2010)

## PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

**Introduction.** This Agreement sets forth the terms and conditions of the Frontier Bank Online Banking Service ("Frontier NetTeller" and "Service") offered by Frontier Bank ("Bank" and "us"). In this agreement, the term "you" refers to each owner and authorized signer on the accounts that are accessed utilizing Frontier NetTeller. Each time you access an account through Frontier NetTeller, you confirm your agreement to these terms. *Please see Section 18 regarding electronic communications involving this Agreement.*

## Explanation of Certain Terms

- “ We” , “ us” and “ our” mean Frontier Bank.
- “ You” and “ your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- “ Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- “ Online banking” means certain services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service (“ Frontier Power Pay” ) and/or cash management service (“ Frontier Cash Management” ).
- “ Online” means through the Internet by use of a personal computer or other screen-based electronic device.
- “ Account” means a deposit, loan or other account for which transactions may be performed using online banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.
- “ Business account” means an account that is not a consumer account.
- “ Access codes” include the customer identification number, PIN and any other means of access to

our online banking service we establish or provide for you.

2. **Services.** You can use this Service to access your eligible personal and/or business accounts from your computer at home, work, or anywhere where you have Internet access.

With Frontier NetTeller you can:

- View account balances and review transaction history,
- Transfer money between eligible accounts,
- Make payments on eligible loan accounts or lines of credit with Frontier Bank,
- Arrange for automatic monthly transfers from one Frontier Bank account to another,
- Make payments from eligible accounts through our Bill Pay service, and
- Retrieve account electronic account statements.

**Note:** A request for Frontier Cash Management requires a separate Cash Management Service Agreement.

3. **New Services.** We may introduce new Services or enhance existing Services from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement. By using new or enhanced Services when they become available, you agree to be bound by the notice of terms and conditions relating to the new services.

4. **Eligible Accounts/Joint Accounts.** You can use the Frontier NetTeller Service to access and obtain information about your personal and/or business checking, NOW, money market, savings, IRAs, and certificate of deposit accounts, as well as your Bank loans or lines of credit. We may allow other types of accounts to be connected to the Service from time to time. Connected accounts are referred to as "Eligible Accounts". We reserve the right to determine which accounts can be connected to the Service. We may refuse to allow certain accounts, such as accounts with special signature requirements, to become eligible.

We may act on the oral, written or electronic instruction of any one authorized signer for Service transactions for the withdrawal of funds (e.g., by check) on an account in joint name.

We may also limit the availability of transactions for accounts requiring more than one signature for withdrawals. For example, if John and Mary jointly apply for the Service and have individual accounts and a joint account (requiring both of their signatures for withdrawals), John can initiate

transfers or bill payments from his individual account but **NOT** the joint account that requires both signatures for withdrawals. Similarly, Mary can initiate transfers or bill payments from her individual account but **NOT** the joint account that requires both signatures for withdrawals. John has no access to Mary's individual account, and Mary has no access to John's individual account.

If you are a sole proprietorship business, we may connect all of your accounts to Frontier NetTeller once we verify your authority to obtain the Service. If you are an individual, we may automatically connect your personal and sole proprietorship accounts. As with personal accounts, we may act on the Service instructions of any one authorized signer. If you do not wish to have online access for all of your accounts, or you do not wish to connect both your personal and sole proprietorship accounts to the Service, please telephone Online Banking support at **1-866-216-0948** between the hours of 8:00 a.m. to 4:00 p.m. CT Monday through Friday at the time of your enrollment.

**5. Accessing the Service.** You must use a Frontier NetTeller Identification Number (ID) and a Personal Identification Number (PIN) to access the Frontier NetTeller Service. After the enrollment process, we will assign and mail you a Frontier NetTeller ID. For business accounts, the ID will be mailed to the Primary Contact for Account(s) as identified by you on your Online Banking Enrollment Form. Business accounts require the Primary Contact for Account(s) to assume the accountability of distribution to authorized signer(s) of account(s) for the Frontier NetTeller ID and PIN. Since the system will also require you to provide a PIN, your PIN will be the last four (4) digits of your social security number (TIN) for a personal and/or sole proprietor account or an Employee Identification Number (EIN) for a partnership and/or corporate account. During your first time logging in, you'll be prompted to change the PIN. You **MUST** change the PIN at this time and you will have the option to change the Frontier NetTeller ID. Personal accounts require each individual who has access to Frontier Net Teller, including each individual named on joint accounts, to have an individual Frontier NetTeller ID and PIN. Your PIN must contain at least 6 characters (8 maximum) with one number and one letter (alphanumeric). For your protection, we recommend that you memorize your PIN and change it periodically. We may act on any Service instruction that is accompanied by your Frontier NetTeller ID and PIN. You agree not to disclose your Frontier NetTeller ID or PIN to anyone and you accept full liability that may result from your actions of disclosing your Frontier NetTeller ID or PIN to a third party. You are responsible for keeping your Frontier NetTeller ID and PIN confidential. Never put them on or near your computer. If you forget your Frontier NetTeller ID or PIN, contact us to have a new one issued to you. Your Frontier NetTeller PIN will automatically expire every 180 days, but you will receive a 14-day advance warning to permit you time to choose a new Frontier NetTeller PIN.

**6. Obtaining Account Balance and Transaction History.** You can obtain balance and transaction history information for your eligible Bank accounts. Balance and transaction history reflects activity through the close of the previous business day and may include funds that are not finally collected or subject to immediate withdrawal.

6a. Your "Available Balance" may include an overdraft privilege amount. Each item that could result in an insufficient funds status, whether paid or returned, may be charged a fee in accordance with Frontier Bank's latest fee schedule. The amount of any overdraft fees are subject to change without notice. Any overdraft amount must be repaid or covered within 60 days to avoid having your account placed in a Charged-Off status. Payment of any overdraft(s) is done at the discretion of Frontier Bank regardless if any overdrafts that have been paid in the past. Any transaction, whether it be by check, ATM, debit, POS (Point-of-Sale) or ACH (Automated Clearing House) which results in the account being placed into an insufficient funds status are subject to overdraft privilege fees.

**7. Hours of Accessibility.** You can access your accounts through Frontier NetTeller seven days a week, 24 hours a day. However, at certain times, some or all of the Frontier NetTeller Services may be unavailable due to system maintenance.

A transfer initiated through Frontier NetTeller by 6:00 p.m. CT on a business day will be posted to your account the same day. All transfers completed after 6:00 p.m. CT on a business day or any time on a Saturday, Sunday or holiday may be posted on the next business day.

Online Banking support hours are 8:00 a.m. to 4:00 p.m. CT each business day and can be reached by telephoning 1.866.216.0948 or e-mailing [ibsupport@frontiernational.com](mailto:ibsupport@frontiernational.com). Every day is a business day except Saturdays, Sundays and holidays.

**8. Electronic Mail.** You can communicate with us electronically by clicking on the e-mail icon of Frontier NetTeller or [ibsupport@frontiernational.com](mailto:ibsupport@frontiernational.com). This will put you in touch with our Client Services Center. Please do not include any sensitive information about yourself or your accounts in an e-mail, as we cannot guarantee its privacy over the Internet. Electronic mail can be subject to delays. As such, you should not rely on it if you need to communicate with us immediately. We will have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request that we receive by e-mail. We generally do not accept e-mail instructions to initiate transactions (stop payments, transfers, etc.) on accounts. For banking transactions, please use the appropriate functions within the Frontier NetTeller Service. You agree that we may read and record any e-mail that you send to us or our employees through Frontier NetTeller

9. **Bill Payment Service.** The Bill Pay Service allows you to schedule bill payments through Frontier NetTeller. Bill payments cannot be made from savings accounts, IRAs, lines of credit, or certificates of deposit, and, because of the limitations discussed in Section 12, bill payments may not be made from money market accounts.

For business bill payment services (Power Pay), limiting access to specific individuals on your account(s) will be established through your Primary Contact for Account(s) as identified by you on your Online Banking Enrollment Form. The bill pay service (Power Pay) is unavailable to business accounts that require two (2) signatures.

***Eligible Payees.*** You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee. You agree not to use the Bill Pay Service to purchase securities, to make federal or state tax payments, or to comply with any court order.

***Initiating Payments.*** To initiate a payment, you must identify the person or business you are paying, the payment date, the amount to be paid, and (if you have one) your account number with the payee. We may ask for additional information when you establish a payee for the first time on our system. You may pay an unlimited number of payees using the Bill Pay Service.

***Erroneous Payment Requests.*** You assume sole responsibility for providing us with complete and accurate payment information. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you understand and agree that we may charge your account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

***Processing Payments.*** For Automated Clearing House (ACH) (electronic bill payments), we will withdraw funds from your designated account on the day you instruct us to process the payment (the "Payment Initiation Date"), and will then process an ACH (electronic) payment on the following business day. For bill payments utilizing a negotiable instrument (check), we will mail a check to the payee on the Payment Initiation Date, and will debit your account through the normal check processing cycle. We do not have to make a payment if you do not have sufficient funds or credit available for the payment on the Payment Initiation

Date. You understand that you are responsible for any loss or penalty that you may incur due to a lack of sufficient funds and you authorize Frontier Bank to debit your account for any applicable non-sufficient funds or overdraft fees that may be related to your transaction. Although you can enter a payment request 24 hours a day, 7 days a week, your designated Payment Initiation Date must be on a business day. If you direct us to make a payment on a day other than a business day, we will initiate the payment on the following business day.

***Scheduling Payments.*** You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. **WE RECOMMEND THAT YOU SCHEDULE THE PAYMENT INITIATION DATE AT LEAST EIGHT (8) BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE WITHOUT REGARD TO ANY GRACE PERIOD.** Although we may be able to pay certain payees electronically within two business days, it could take longer for payments sent by mail. It is your responsibility to request that payments be made in such a manner that they will be paid on time. You are solely responsible for any damages, such as late fees and finance charges, which may be imposed as a result of your failure to identify the correct Payment Initiation Date and transmit your payment instruction to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing payment dates (especially for payees that will receive payment by mail during peak holiday periods) well in advance of the payment due date. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly. In addition, we will not be liable if any third party through which any bill payment is made (e.g., the postal system) fails to properly transmit and/or deliver the payment to the intended payee.

***Changing or Canceling Payments.*** You may cancel or change any scheduled payment through Frontier NetTeller with Power Pay prior to payment processing. Payments are processed twice a day: 12:00 p.m. CT (12 Noon) and at 2:00 a.m. CT. Any modifications or deletions of Bill payments entered into Power Pay between 2:00 a.m. and 12 p.m. CT must be deleted before 12 Noon. Bill payments entered into Power Pay after 12 Noon must be modified or deleted before 2 a.m. CT. If you have scheduled in advance to make regular (recurring) payments out of your account through Frontier NetTeller with Power Pay, you may also stop any of these payments. You are solely responsible for completing the steps necessary to cancel or change any scheduled payment you have established through Frontier

NetTeller with Power Pay.

**Rejecting Payment Requests.** We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

**Suspended/Delayed Payments.** We may suspend/delay processing payment request(s) for an indefinite period, with or without cause or prior notice. If the payment request is ultimately rejected, then, upon such determination to reject a payment request, we will notify you of the rejection orally, electronically or in writing.

**Joint Accounts.** Since joint account holders share the same payee list, any account owner or authorized signer may (a) authorize transfers and payments to or from joint accounts, (b) cancel payments, and (c) remove any payee from the list.

**Funds Availability Policy.** Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the **second** business day after the day of the deposit. In cases when your funds are not made available, you will be notified with a Hold Notification.

## 10. Service Charges:

Service	Personal	Business
Frontier Net Teller Service includes:		
<ul style="list-style-type: none"> <li>Online Banking Access</li> </ul>	No monthly fee	No monthly fee
<ul style="list-style-type: none"> <li>Bill Pay Services (includes Online Banking Service)</li> </ul>	No monthly fee	No monthly fee
<ul style="list-style-type: none"> <li>Bill Pay Transactions</li> </ul>	First fifteen (15) transactions are FREE!  Beginning with the sixteenth (16 <sup>th</sup> ) transaction, the cost is \$.50 per transaction	First fifteen (15) transactions are FREE!  Beginning with the sixteenth (16 <sup>th</sup> ) transaction, the cost is

		\$.50 per transaction.
<ul style="list-style-type: none"> <li>• Additional charges which may apply: <ul style="list-style-type: none"> <li>○ Miscellaneous fees including, but not limited to, stop payment, overdraft, non-sufficient funds, or wire transfers fees.</li> </ul> </li> </ul>	<p>Refer to Fee Schedule.</p> <p>Frontier Bank reserves the right to change fees. Continued use of this product indicates acceptance of any changes.</p>	<p>Refer to Fee Schedule.</p> <p>Frontier Bank reserves the right to change fees. Continued use of this product indicates acceptance of any changes.</p>
<ul style="list-style-type: none"> <li>• Cash Management Services</li> </ul>	n/a	Refer to Cash Management Service Agreement

Bill Pay and/or Cash Management Services will be deducted automatically from the account that has the lowest account number and will appear on your monthly statement. If you close that account, you will need to designate a new account for payments. Online Banking Access Service charges will be deducted from the account specified on your Enrollment Form. Please see your account agreement for information on other fees that may apply to your account, such as non-sufficient funds, wire transfer fees, or stop payment fees. We are not responsible for any fees that may be billed to you by your internet service provider.

11. **Statements.** You will receive a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your saving accounts, unless there is no activity in a particular month. In any case, you will get a statement at least quarterly (except for certificates of deposit).

12. **Limitations.** You cannot transfer funds from an installment loan or line of credit, or from or into a certificate of deposit or IRA. Funds transfers into loans or lines of credit will be credited as payments in the manner set forth in your promissory note or loan agreement. Payments and transfers from savings and money market accounts are limited by law and your deposit account agreement with us. For these types of accounts, you may only make **no more than six preauthorized withdrawals, automatic or telephone transfers, checks, drafts, and debit card or other similar transactions from your account per statement cycle.** Funds from deposited items may also be subject to an uncollected fund holds, as disclosed in your original Deposit Agreement and the Funds Availability Policy.

13. **For Personal Accounts Only. Disclosure of Account Information.** Please see our [Privacy Policy](#) web page for information about how we gather, use and secure nonpublic personal information about you. We may release information about your accounts and the transactions you perform to our affiliates, to companies that assist Frontier Bank in servicing your accounts or to prevent unauthorized transactions on your accounts. We may also disclose information, for example: (a) where it is necessary or helpful for completing a transfer; (b) to report the existence, history and condition of your account to credit reporting agencies; (c) to comply with government agency and court orders; and (d) if you give us your consent. We will not disclose information about you to anyone except as disclosed in Frontier Bank's Privacy Policy or as permitted by law.

14. **For Personal Accounts Only. In Case of Errors or Questions About Your Electronic Transfers.** If you think your statement is wrong or if you need more information about a transaction listed on the statement or transaction record, contact us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST paper or online statement on which the problem or error appeared. Contact us:

- by e-mailing your local branch representative or
- by calling your local branch representative or
- by writing to us at Frontier Bank, Attention Internet Banking, P.O. Drawer 630, Sylacauga, Alabama, 35150

If you notify us orally, we may require that you send us your complaint or question in writing within 10 business days.

When you tell us about the problem, please:

- Tell us your name, name of the account, account number, and where the problem exists.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need additional information.
- Tell us the dollar amount of the suspected error.
- For an online bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, and payee account number for the payment in question.
- Other information that would assist our research efforts.

We will determine whether an error occurred within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar

days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. For errors involving new accounts, established according to regulatory guidelines, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to provisionally credit your account for the amount you think is in error. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there was no error, we will send you a written explanation and debit your account for the provisional credit that was originally provided to you. You may ask for copies of the documents that we used in our investigation.

15. **For Personal Accounts Only**. If we do not complete a transfer or initiate a payment from your account on the payment date or in the correct amount, according to our agreement with you, we will be liable for your losses or damages limited to service charges and/or penalties incurred from this transfer or payment. However, there are some exceptions. We will not be liable, for example, if: (a) we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the limit on any overdraft protection or service you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance, including but not limited to regulatory requirements, or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; (h) a transfer or payment could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our agreements with you.

16. **For Personal Accounts Only**. Tell us **AT ONCE** if you believe your NetTeller PIN has been lost or stolen. Call Online Banking at **1.866.216.0948** or write to us at Frontier Bank, Attention Internet Banking, P. O. Drawer 630, Sylacauga, Alabama, 35150. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days, you can lose no more than \$50 if someone used your Frontier NetTeller PIN without your permission. If you do not tell us within two

business days after you learn of the loss or theft of your Frontier NetTeller ID or PIN, and we can prove that we could have stopped someone from using your Frontier NetTeller ID or PIN without your permission if you had told us, you could lose as much as \$500. If you do not notify us within the required notification period, you could lose all the money in your account (plus your maximum overdraft line of credit). Also, if your statement shows transfers, withdrawals or payments that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

17. **Disputes.** Company and Bank (each being referred to as a “ party” and collectively as the “ parties” ) agree, with limited exceptions, that all claims of whatever kind or nature (whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to, or in connection with these Terms and Conditions, Deposit Agreements or any related agreements, documents, or instructions (the “ Documents” ), shall be resolved by binding arbitration in accordance with the terms set forth herein.

- A. *Exceptions to Arbitration.* Notwithstanding any language in this Agreement to the contrary, either of the parties may seek its remedies in an action at law, including, but not limited to, a detinue action, or in any permitted non-judicial manner (such as, but not limited to, the right to set-off, the right of self-help repossession under Article 9 of the Uniform Commercial Code and foreclosure under power of sale) and its discretion to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Agreement.
- B. *Arbitration to be Conducted by an Arbitration Administrator.* The party seeking arbitration shall select one of the following three arbitration administrators: National Arbitration Forum, American Arbitration Association or JAMS/Endispute. Except as modified hereby, the arbitration shall be conducted according the rules and procedures of the selected Administrator.
- C. *Costs of Arbitration.* In the event arbitration is initiated by either party, the costs of said arbitration will be paid as the arbitrator so provides. The arbitrator is not permitted to assess attorney’ s fees or expert witness fees unless the applicable substantive law permits such an award.
- D. *Location of Arbitration.* Any arbitration proceeding shall be held in Talladega County, Alabama.
- E. *Law Applicable to Arbitrate Proceeding.* The arbitrator is required to follow all substantive

laws applicable to any dispute, including the statute of limitations. The arbitrator will be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, attorney work-product and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. The parties agree that the arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.

- F. *Judicial Review of Arbitrators Decision.* The parties agree that the arbitrator's decision cannot be appealed. The arbitrator's decision is subject to judicial review only on the grounds set forth in Title 9, Section 10 of the United States Code.
- G. *No Class Actions or Joinder of Additional Parties.* Company agrees that it cannot serve as a class representative or participate as a class member in an arbitration proceeding, that only Company's claims will be addressed in the arbitration proceeding, and that additional parties cannot be added to the arbitration proceeding unless the parties agree in writing before the arbitration. A dispute between the parties is required to be arbitrated even if there are additional parties to the dispute or even if Company makes allegations that its dispute should be handled as a class action.
- H. *Severability and Reformation.* If it is ever determined that some portion of this Agreement is void, voidable, or unenforceable, or if the inclusion of some provision in this Agreement would render the Agreement unenforceable, the parties agree that the void, voidable, or unenforceable provision or the provision that renders the Agreement unenforceable will be severed from the remainder of the Agreement, leaving the remainder of the Agreement enforceable. The parties further agree that a court Arbitration Agreement may reform any portion of the Agreement found to be void, voidable, or unenforceable, or the inclusion of which would render the Agreement unenforceable.
- I. *Federal Arbitration Act Applies.* The parties understand and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.
- J. *Successors.* This Agreement shall be binding upon and shall inure to the benefit of Company and Company's agents, heirs, successors and assigns and Bank, together with all of its directors, officers, employees, agents parent corporations, subsidiary corporations, and corporations affiliated with Bank by direct or indirect common ownership.

**18. Electronic Communications.** You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the internet or your internet service provider. You must use equipment and software that are

compatible with our system, which may change from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's Help Screen for more information on this feature.

You agree that this Agreement and any notice or other type of communication that is provided to you in connection with the Service, including amendments, statements, and account information, may be sent to you electronically by posting the communication at our web site or by sending it to any of you by e-mail. We recommend that you read this Agreement carefully and keep a copy for your records. You may also obtain a free copy of this Agreement, any amendments to it, and other communications about the Service in paper form by calling us at [1-866.216.0948](tel:1-866-216-0948) or writing to Frontier Bank, Attention Internet Banking, P.O. Drawer 630, Sylacauga, Alabama, 35150. You can withdraw your consent to such electronic communications by writing to us at the same address, and advising us that you wish to have future notices sent to you in paper form. We may elect to terminate this Agreement and the Service if you choose to receive notices in paper form.

You agree to provide us with your current e-mail address for notices. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging. You will need the following or equivalent hardware and software in order to access our web site, to receive notices from us, and to retain an electronic record of this Agreement and future notices:

**If utilizing Microsoft Internet Explorer 7 or 8 or higher**

- Microsoft Windows XP SP3, Vista SP2, or 7 with all applicable patches
- 64 MB RAM (recommended)
- 800x600 or higher video resolution (recommended)
- Internet Access (28.8/56 kbps modem, cable modem, DSL, etc.)

**If utilizing Mozilla Firefox 3 or higher:**

- Microsoft Windows 2000, Vista or 7 with all applicable patches
- Linux operating systems
- Apple Mac OS X (10.4 or higher)
- 64 MB RAM (recommended)

- 800x600 or higher video resolution (recommended)
- Internet Access (28.8/56 kbps modem, cable modem, DSL, etc.)

If Utilizing Apple Safari 3 or higher:

- Apple Mac OS X (10.4 or higher)
- 128 MB RAM (recommended)
- 800x600 or higher video resolution (recommended)
- Internet Access (28.8/56 kbps modem, cable modem, DSL, etc.)

The following types of browsers and tools are not recommended or supported:

- Embedded browsers contained within Personal and Commercial Financial Management Software (Intuit Quicken and Quickbooks, Microsoft Money, etc.)
- Browser add-ins and toolbars (IE7 Pro, Google, Yahoo, etc.)

We do not provide ISP services; you must have your own internet service provider.

19. **Amendments.** We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting the notice or an amended agreement on our web site, or delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this agreement and your use of the Service.

20. **Business and other Non-personal Accounts.** Frontier Bank obligations set forth in Sections 14 and 15, and the limitations on your liability set forth in Section 16, do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 30 days from the date of discovery or their receipt of the first statement or notice reflecting the problem whichever occurs first). We may process any on-line instruction we believe is given by any of you if the instruction is accompanied by your NetTeller ID and NetTeller Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

21. **Termination.** We may terminate or suspend your access to one or more of the Services at any

time, with or without cause. We may automatically terminate your use of Frontier NetTeller if you do not use the Service for an extended period (120 days). If you decide to cancel your Frontier NetTeller service, please call Online Banking at **1.866.216.0948** or write to us at Frontier Bank, Attention Internet Banking, P.O. Drawer 630, Sylacauga, Alabama, 35150. Please let us know at that time if you have any scheduled future or recurring bill payments. We will delete all outstanding Frontier Net Teller payment orders once we have been notified that you wish to terminate the Service.

**END OF ONLINE BANKING AGREEMENT DISCLOSURE**

