

## Business Online Banking Enrollment Agreement

Please read the following Enrollment Agreement and indicate your acceptance by clicking on the "**I Agree**" button at the bottom of this page.

This Online Banking Enrollment Agreement ("Agreement") is a contract between you ("User") and Frontier Bank that outlines and governs the terms and conditions for accessing User's personal and commercial accounts via Frontier Bank online. In this Agreement, "User" means those who sign as applicants or any authorized user(s).

**Important User Information:** Accessing this web site or viewing any of its contents shall constitute User's Agreement with the terms and conditions below, including those as amended from time to time.

By accepting this Agreement, User is consenting to the electronic delivery of disclosures required for the online banking services provided. User agrees that Frontier Bank may provide User with all account disclosures and policies, User's bank account statements and notices, and other communications in connection with User's account(s), in an electronic form.

**Use of Information and Materials:** User states that User is at least thirteen years of age and that User will not permit anyone under the age of thirteen years to use the User's on-line account. Any person is hereby authorized to view the information available from this web site for informational purposes only. No part of this information may be redistributed, copied, or reproduced without the prior written consent of Frontier Bank. The information contained in these pages is subject to change without notice.

**Internet Privacy Principles:** All information provided to Frontier Bank through this web site shall be deemed and remain the property of Frontier Bank. All such information may be transmitted to Frontier Bank, its agents and processors over state and international borders as necessary for processing in accordance with Frontier Bank's standard business practices. Frontier Bank appreciates the User's concerns about the privacy of personal information provided to Frontier Bank through this web site. Accordingly, please review Frontier Bank's Privacy Principles to explain how Frontier Bank will handle that information.

**Transaction Confirmation:** The account information accessed through this web site is not a confirmation of any transaction User may have requested Frontier Bank to execute. No transaction is deemed accepted until User receives a written confirmation from Frontier Bank.

**Security:** Frontier Bank is entitled to act on instructions received through online banking under User's login information and without inquiring into the identity of the person using that login information. Any person having access to User's user ID and login information will be able to access the online banking services and perform all transactions. User is liable for all transactions made by persons authorized by User to use User's login information. If User provides User's login information to anyone, User does so at User's own risk, even if User attempts to limit that person's authority. This Agreement is governed by the Electronic Fund Transfer Disclosure provided to User when User established User's account(s) or when User requested other electronic fund transfer services. Please refer to that Disclosure if User suspects an unauthorized person has access to User's login information. In all events, notify Frontier Bank immediately if User's login information is lost or stolen or User believes someone may attempt to use the service without User's consent.

**Account Statements:** User is responsible for reviewing all account statements received by User in order to verify the accuracy of all account information provided in the statement and of all account information accessed through this site. User is responsible for promptly notifying Frontier Bank of any errors or inaccuracies relating to information contained in, or omitted from User's account statement, including account information accessed through this site.

**Warranties:** Neither Frontier Bank nor any third party provider shall have any liability, contingent or otherwise, for the accuracy or timeliness of the service or product or the accuracy, timeliness completeness or correct sequencing of materials, or for any decision made or action taken by User in reliance upon the products, materials, or the service, or for the interruption or delay of any data, material, or any other aspect of the service and all products and materials are provided "as is." There is no implied warranties of merchantability, or fitness for a particular use, no other warranty of any kind, express or implied, regarding the products or materials, or any aspect of this service, even if Frontier Bank has been advised or is otherwise aware of the possibility of such damages, including liability associated with any viruses which may affect a User's computer equipment or related software.

**Limitation of Liability:** In no event will Frontier Bank or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with this web site, use thereof or reliance on any information contained herein, even if Frontier Bank or any of its subsidiaries or affiliates are notified of the possibility of such damages.

**Termination of Service:** Frontier Bank reserves the right to deny or terminate access to or use of this web site, any service, product or material, or any portion thereof, in Frontier Bank's sole discretion, without notice and without limitation, for any reason whatsoever, including, but not limited to, User's breach of any provision of these terms and conditions herein stated. In the event of any termination by Frontier Bank, Frontier Bank shall have no liability to User.

**Change in Web Site Terms and Conditions:** Frontier Bank reserves the right to revise the terms and conditions stated herein at any time effective upon sending a notice of the changes to User's postal or e-mail address maintained in Frontier Bank's records, or at Frontier Bank's option by posting the revised terms and conditions on this web site, and User is deemed to be apprised of and bound by any changes.

**Choice of Law and Forum:** User's access to and use of this web site, and these terms, are governed by and will be construed in accordance with the laws of the State of Iowa, U.S.A., without regard to principles of conflicts of laws. In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision. Frontier Bank and User irrevocably consent to the exclusive jurisdiction of the courts of the State of Iowa and federal courts situated in the State of Iowa in connection with any action arising under or relating to this web site and the services provided herein.

Frontier Bank, Enrollment Agreement (April 2, 2013)



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