

BMO Digital Banking Agreement
March 17, 2024

This BMO Digital Banking Agreement covers your use of BMO Digital Banking which includes both Online Banking and Mobile Banking as well as the Services provided to you by BMO Bank N.A. (“BMO”) through those platforms.

Please carefully read and print or download a copy of this Agreement, which you can find at www.bmo.com/us/legal. We will provide you notice of any changes to this Agreement that we make from time to time, please refer to Section I.C. below for more information. **You will not be able to use any of the Services after the effective date of any such changes unless you consent to the most current version of this Agreement.** Capitalized terms used in this Agreement are defined in Section II below. We encourage you to review these definitions, especially for frequently used terms like "Account" or "Internal Transfer." These terms have very specific meanings. Understanding how defined terms are used will help you better understand this Agreement.

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I. OVERVIEW

This Agreement, together with the E-Sign Consent, the Paperless Statement Consent and your Account Agreement(s) as applicable, govern your use of the Services. The E-Sign Consent and the Paperless Statement Consent, which you must agree to if you elect to receive "Paperless Statements" only in Digital Banking, are both found at www.bmo.com/us/legal. For deposit and credit card Accounts, please review the list of Account Agreements found at www.bmo.com/us/legal and select the one that applies to your Account. For loan Accounts, your Account Agreement is included in the documents provided to you at closing of your loan.

A. SCOPE OF AGREEMENT

These terms are a complete statement of the agreement between you, us, our licensors and our Vendors, with respect to our provision of the Services except to the extent otherwise expressly provided in this Agreement. No other statement, oral or written, including language contained in our Website, is part of this Agreement.

B. RELATIONSHIP WITH OTHER AGREEMENTS

You can access your eligible Account(s) using the Services. Please read your Account Agreement for more information about your rights and responsibilities for each Account, including those related to liability for Unauthorized Transactions, statement errors, fees, funds availability policies, transaction limitations, and other terms. This Agreement supplements, and does not replace, your Account Agreement(s). If there is a conflict between the terms and conditions of this Agreement and your Account Agreement(s) (or any other agreement with us) related to the Services, this Agreement controls. This Agreement does not apply to any services we provide to you through Online Banking for Business.

C. CHANGES TO AGREEMENT AND/OR SERVICES

Subject to our obligations to provide notice to you as provided in this Agreement, we may add, delete, or change the terms of this Agreement or modify or discontinue the Services at any time without liability to us. When you enrolled in the Services, you accepted the E-Sign Consent and agreed that we could provide you this Agreement and all Communications electronically rather than in paper form. Please refer to the E-Sign Consent for additional information.

II. DEFINITIONS

We define certain capitalized terms below. Capitalized terms that we have not otherwise defined in this Agreement have the meaning provided in your Account Agreement.

Account means the eligible BMO account that you access using Digital Banking including checking accounts, savings accounts, money market accounts, certificates of deposit, Individual Retirement Accounts, Health Savings Accounts, credit cards, mortgages, lines of credit, or other loan accounts that you have with us.

Account Agreement means the agreement that covers your deposit, credit card, or loan Account with us.

Account Information means information regarding your Accounts accessible through Digital Banking as well as account information for your non-BMO accounts stored at third party websites.

Account Notifications means email and/or text alert related to your Account that you sign up to receive such as when your Account balance is below a threshold that you set.

Affiliate means all companies, such as brokerage, insurance, and investment advisory companies, which are affiliated with BMO by common ownership or control.

Agreement means this BMO Digital Banking Agreement, as amended from time to time, which covers your use of Digital Banking and the Services.

Aggregation Service means an online account aggregation or personal financial management service that retrieves, consolidates, organizes, and presents your accounts for the purpose of allowing you to view your accounts in a single location. An Aggregation Service does not include a personal financial management and account aggregation feature or service that we may offer through Digital Banking, such as Total Look.

Aggregator means a third party who provides an Aggregation Service. An Aggregator does not include a third-party that we retain to assist us in providing a personal financial management or account aggregate feature that we may offer through Digital Banking.

Alert Notifications means the Service that sends notification to you of certain Account activity through phone, e-mail or another method.

ATM refers to an automated teller machine.

Authorized User means a person or entity designated by an Owner, court or government agency as having authority to view and/or transact on an Account on behalf of the Owner such as an (i) agent under a power of attorney; (ii) a custodian, (iii) a guardian; (iv) another fiduciary to the Account Owner (such as a trustee of a trust account); or (v) an officer, manager or employee of a business with respect to a Business Account.

Available Balance is the Ledger Balance minus any holds placed on your Account, including authorization holds for pending Card transactions, any hold we have placed on your Account to comply with court orders or other legal requirements, and holds for any other reason, including suspected fraud and pending transactions, such as ACH transactions.

Bill Pay is our BMO Bill Pay Service, which enables you to use your personal computer or Eligible Mobile Device to make onetime or recurring bill payments.

Bill Payment means a payment through Bill Pay that allows you to pay or transfer funds to designated Billers based upon your instructions to us using a personal computer or Eligible Mobile Device.

Bill Payment Account means the checking Account you have designated on your BMO Bill Pay profile for us to debit with respect to payments made through the Bill Pay Service in Digital Banking.

Bill Pay Service Guarantee has the meaning provided in Section III.D.3.g (Bill Pay Service Guarantee).

Biller is the person or business entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account is your account with your Biller when using Bill Pay.

BMO ATM means an ATM branded with the BMO logo.

Business Account means an Account that is used primarily for business or commercial purposes and not personal, family or household purposes.

Business Day means Monday through Friday, excluding any holiday on which the Bank and/or the Federal Reserve are closed for processing.

Card Alerts means notifications that you elect to receive through Mobile Banking, email or text advising you of certain types of transactions and balance thresholds or when your credit card is used, for example: (i) by merchant type or transaction type, (ii) above a threshold amount that you set or (iii) for international purchases.

Card Monitor means for purposes of this Agreement the Mobile Banking Service that allows you to control the use of your credit, debit or ATM card from your Eligible Mobile Device in real-time by setting Card Alerts and Debit Card Controls.

Circumstances Beyond Our Control means circumstances that we are not able to reasonably prevent or avoid (for example, fire, flood, network or system down time, issues with another financial institution, or interference from an outside force) which prevent the proper execution of the transaction under the Services where we and/or our Vendor have taken reasonable precautions to avoid those circumstances.

Communications means your periodic Account statement, or associated authorization, agreement, disclosure notice or other information related to your periodic statement, your Account or the Services, including information we are required by law to provide you in writing.

Contact Number means the phone number for BMO Customer Service, 1-888-340-2265, which is generally available twenty (24) hours a day, seven (7) days a week, except for select holidays. If you are calling about your BMO credit card, please call the phone number on the back of your card. If you are calling internationally, the toll-free numbers may not be available. Please visit www.bmo.com/en-us/main/contact-us/ for information on calling us from countries outside the U.S. and Canada.

Customer Service means BMO Customer Service, which you may reach at 1-888-340-2265 or through Secure Messaging.

Debit Card Controls means the functionality available through Mobile Banking allowing you to, among other things, activate or deactivate your debit or ATM card, or restrict debit or ATM card usage to specific merchant types, transaction types, geographic regions and dollar amount and receive notifications advising you when your debit or ATM card is used for example: (i) by merchant type or transaction type, (ii) above a threshold amount that you set or (iii) for international purchases.

Digital Banking means Online Banking and Mobile Banking, collectively.

Digital Banking Guaranty has the meaning provided in Section IV.A.3 (Digital Banking Guarantee).

Digital Privacy Policy means our Online and Mobile Privacy Policy found at www.bmo.com/en-us/main/about-us/privacy/ or on the log-in page or main menu of our Mobile Banking App.

E-Sign Consent means the Digital Banking E-Sign Consent and Disclosure.

eBills means electronic bills received from Billers.

eChat means the electronic instant messenger service that allows you to chat with a BMO Customer Service representative online when you are logged into Digital Banking.

Eligible Mobile Device means (i) for Mobile App access, a data-enabled mobile phone, tablet or other recognized mobile device that runs version of the Apple iOS® or Google's Android™ mobile operating system that we support, and, (ii) for mobile internet access, any mobile phone or other recognized mobile device that we support with the capability to access the Internet.

Eligible Transaction Account is a Personal checking, money market or savings Account that you hold with us from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits

to you will be credited, that is eligible for the Service. Eligible Transaction Accounts available for each Service may be different and may change from time to time. Please see the applicable FAQ for each Service found at www.bmo.com/en-us/main/personal/digital-banking/faqs/ to determine if an Account is eligible for that Service.

Exception Payments means Bill Payments to deposit accounts or brokerage accounts or Bill Payments to settle securities transactions (such as stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

Expedited Payment means a One Time Payment that we process on an expedited schedule upon your request in Bill Pay.

External Account is your checking or savings account at another U.S. financial institution (i) to which you are transferring funds from your Eligible Transaction Account or (ii) from which you are transferring funds to your Eligible Transaction Account, using the External Transfer Service.

External Transfer means a money transfer to and from your eligible BMO Accounts and your eligible External Accounts at other U.S. financial institutions, as set forth in Section III.D.1 of this Agreement.

External Transfer Service means the Service that permits you to transfer money between your eligible BMO Accounts and your eligible accounts at other U.S. financial institutions.

Face ID is an Apple secure authentication which uses biometric facial recognition available on select Apple devices. This technology allows users to use their face to unlock their Apple device instead of using a passcode.

Internal Transfer means a transfer of funds between two eligible BMO Accounts.

Item means a check, draft or other negotiable instrument presented for deposit into your Account.

Mobile App means the mobile application that we provide for you to access BMO Digital Banking.

Mobile Banking means BMO Digital Banking, which allows you to use an Eligible Mobile Device to access Digital Banking via our Mobile App.

Mobile Deposit means our BMO Mobile Deposit service, which allows you to deposit paper checks from your Eligible Mobile Device.

Network Financial Institutions means financial institutions that have partnered with Zelle®.

One Time Payment means a single payment to the Biller in the amount designated by you in Bill Pay.

Online Banking means BMO Digital Banking, which allows you to access and, make certain transactions on your deposit, mortgage, line of credit, credit card and other loan Accounts through our Website.

Online Banking for Business means our Online Banking for Business service, which is not covered by this Agreement.

Other Payment Services has the meaning set forth in Section III.D.2.a.

Owner means each person who is a named owner of an eligible Account as indicated in our records.

Paperless Statements Consent means the Paperless Statements E-Sign Consent and Disclosure.

Paperless Statements means periodic statements, along with the information we provide with periodic statements, that we provide electronically for your Account(s) through Digital Banking. Paperless Statements are Communications. If you elect to receive Paperless Statements for an Account, you will not receive a paper copy of your periodic Account statement in the mail.

Payment Instruction is the information provided for a payment to be made under Bill Pay to the Biller (such as Biller name, Biller account number, and Scheduled Payment Date) or the Zelle® and Other Payment Services, as applicable.

Payment Method means the way in which we will process your Bill Payment or other payments using the Services, including ACH, paper check or any other method that we choose, including the method of returning funds to you.

Payment Network means a debit or credit payment network (such as the ACH Network or ACCEL/ Exchange payment network) through which you may transfer funds using Zelle® and Other Payment Services.

Personal Account means an Account where the Owner(s) are individuals or fiduciaries that use the Account primarily for personal, family or household purposes.

Privacy Notice means our Privacy Notice found at www.bmo.com/us/privacy/ or on the log-in page or main menu of our Mobile Banking App.

Private Bank means BMO Private Bank, which is a trade name used by BMO Bank N.A.

Prohibited Payments has the meaning set forth in Section V.C.

Receiver means a User that is sent a Payment Instruction through the Zelle® and Other Payment Services.

Recurring Payment means payments of a fixed amount designated by you to a Biller designated by you made on a regular time interval or payments of varying amounts made upon receipt of an electronic bill.

Requestor means a User that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.

Scheduled Payment means a payment that you have scheduled through Bill Pay, but the payment has not begun processing.

Scheduled Payment Date means the day you want your Biller in Bill Pay to receive your payment.

Security Credentials mean the information we use to identify you when accessing your Accounts and Services and may include user names, security devices, account numbers, personal identification numbers (PINs), Card numbers, User IDs, passwords, tokens, biometric identifiers, and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

Secure Message or Secure Messaging means communicating with us through our secure messaging system. You can use Secure Messaging to contact us about inquiries, maintenance and/or other account related issues through Digital Banking. You can access Secure Messages stored in your inbox in Digital Banking for 365 days unless you delete them sooner.

Security Alert means an automatic email and/or text alert we send you when certain changes to your Account or events occur, such as when your password for Digital Banking is changed.

Sender is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.

Service or **Services** means each of the services that we provide to you through Digital Banking.

Software means (i) all software elements and peripherals, (ii) related programs, documentation, tools, internet-based services and components, and (iii) any upgrades and updates (including Software maintenance, service information, help content, bug fixes or maintenance releases) that replace or supplement the foregoing.

Standard Processing Times means processing times and funds availability set forth in Section VI.K.6

Sufficient Available Funds means the Available Balance in your Account equals or exceeds the amount of the Item being presented for authorization or payment.

Systems means all software and hardware or other necessary equipment to access and use the Services, including for example, an Internet service provider, current Internet browsers, the best commercially available encryption, anti-virus and Internet security software.

Total Look means our BMO Total Look service, which is an aggregation service that allows you to view, organize and maintain information about your BMO Accounts as well as non-BMO accounts that you maintain online.

Touch ID is an Apple biometric fingerprint identity sensor feature that's available on select Apple devices. This technology allows users to use their fingerprint to unlock their Apple device instead of using a passcode.

Transfer Instruction is a specific Payment Instruction that you provide to the External Transfers Service for a transfer of funds.

Unauthorized Transaction is a transfer or payment of funds from your Account through the Services that you did not authorize.

User means you and others who are enrolled directly with Zelle[®] through us, or enrolled through another financial institution that partners with Zelle[®].

Vendor means any third-party service provider we may engage to perform functions for us under this Agreement.

We, us, our, BMO or the **Bank** means BMO Bank N.A., or the Affiliate that establishes the Account that you access through Digital Banking, and any agent, independent contractor or assignee that we may, in our sole discretion, engage in providing Digital Banking and the Services.

Website refers to the BMO website, www.bmo.com/en-us/ through which we provide Banking Services.

You, your or **yours** means (i) an individual or business entity who owns an Account or (ii) an Authorized User of an Account.

Zelle[®] means the Zelle Network[®], which provides the Zelle[®] Payment Service.

Zelle[®] and Other Payment Services means the Zelle[®] Payment Service and the Other Payment Services.

Zelle[®] Payment Request means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle[®] Payment Service.

Zelle[®] Payment Service has the meaning set forth in Section III.D.2.a.

Zelle® Small Business Service means functionality, to the extent made available by us to Business Accounts, that enables a small business User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a Business Account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of “Zelle® Payment Service”.

III. DIGITAL BANKING SERVICES

Please consult the chart below for a list of some of the Services currently available through Digital Banking. These Services are described in more detail at www.bmo.com/en-us/.

A. OVERVIEW CHART OF THE SERVICES

Online Banking and Mobile Banking

Account Management	<ul style="list-style-type: none"> ➤ Access your eligible Accounts and view Account Information ➤ Manage your preferences, including Account and contact preferences ➤ Perform self-service Account maintenance ➤ Manage Alerts Notifications (including email, text and push alerts) ➤ Communicate via Secure Message ➤ Use Total Look to view, organize and maintain information about your BMO Account(s) as well as your non-BMO online accounts ➤ Set up Card Alerts for your eligible Accounts ➤ View online statements for your deposit, credit card, mortgage and line of credit accounts ➤ Sign up for Paperless Statements for eligible Accounts
Money Movement	<ul style="list-style-type: none"> ➤ Make Internal Transfers between eligible BMO deposit, loan and credit card Accounts ➤ Make External Transfers between your BMO Accounts (including eligible deposit, loan, credit card, line of credit and mortgage Accounts) and your deposit Accounts at other U.S. financial institutions ➤ Use Zelle® and Other Payment Services to send funds from your Personal checking Account to other people you know or and request or receive funds from people you know ➤ Use BMO Bill Pay for Personal Accounts or Business Accounts

Online Banking Only

Account Management	<ul style="list-style-type: none"> ➤ Download transactions to CSV, Quicken, QuickBooks
Money Movement	<ul style="list-style-type: none"> ➤ Perform wire transfers between your Bank of Montreal deposit account and your BMO deposit Account ➤ Review history and change logs for Internal Transfers

Mobile Banking Only

Account Management	<ul style="list-style-type: none"> ➤ Use Touch ID® or Face ID® or a passcode to log into Mobile Banking ➤ By activating BMO Snapshot, view your eligible Account balances on your Eligible Mobile Devices before without logging to BMO Digital Banking.
Money Management	<ul style="list-style-type: none"> ➤ Electronically deposit checks using Mobile Deposit

B. ACCESS TO THE SERVICES AND YOUR OBLIGATIONS

1. Activation and Representations

To activate and use Digital Banking, you must (i) be an Owner or Authorized User of an Account and (ii) create Security Credentials. When you enroll in Digital Banking and access the Services, you represent that:

- a. You are at least eighteen (18) years of age and the age of majority in your state of residence;
- b. You are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement;
- c. The name identified by you when you registered is your legal name;
- d. You will fulfill all of your obligations to each Vendor, ATM provider and/or financial institution for which you submit a transaction using the Services;
- e. You and all transactions initiated by you using the Services will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; and
- f. You will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

2. Digital Access

When you enroll in Digital Banking, you must provide your Social Security Number or Tax Identification Number and the full Account number of the primary Account you are registering with Digital Banking.

After you enroll in Digital Banking, you will have access to your eligible Accounts through Online Banking and Mobile Banking. All Services are not available for all Accounts or customers using Digital Banking. Digital Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when it may be unavailable due to system maintenance or upgrades or Circumstances Beyond Our Control. We may limit your access to the Services in our sole discretion.

If after you have activated Digital Banking for one or more Accounts, you open an additional Personal Account or if you are added as an Owner or Authorized User of another Personal Account, that Account will automatically be added to your Digital Banking profile. For Business Accounts, you must contact your banker or call the Contact Number to have additional Accounts added to your Digital Banking profile. If an Account does not appear in your Digital Banking profile, please contact us at the Contact Number to determine if you may establish access to that Account within Digital Banking.

3. Security Credentials

Your Security Credentials have the same effect as your signature. You agree not to give or make available your Security Credentials to anyone else. Nonetheless, you agree that we have authority to act on instructions that we receive from anyone using your Security Credentials. You are responsible for any activity and transactions on your Account (and for any use of your personal information and Account Information) if you: (i) give your Security Credentials to any person or entity, including any Aggregation Service; (ii) tell us to assign Security Credentials to any entity or person; or (iii) permit any other person or entity to access or use the Services. You could lose some or all of the money in your Account(s), including any amount available under any line of credit, through the loss, theft or unauthorized use of your Security Credentials.

The loss, theft, or unauthorized use of your Security Credentials could also permit unauthorized persons to have access to your personal information and Account Information and to use such information for fraudulent purposes including identity theft. Under certain circumstances, you will be liable for the unauthorized use of your Security Credentials. **If you believe that your Security Credentials have been lost or stolen or that someone may attempt to use them to access the Services without your consent, please call us immediately at our Contact Number.** Section IV (Unauthorized Transactions) below describes your liability and how the timeliness of your notice to us impacts your liability for Unauthorized Transactions.

We will ask for your Security Credentials to confirm your identity only when you log on to Digital Banking or if you call us. However, we will never ask you for your password. We will never contact you via e-mail, Secure Messaging or

telephone requesting your Security Credentials. If someone contacts you asking for your Security Credentials, you should refuse and immediately contact us. You may be the target of attempted identity theft.

C. JOINT ACCOUNTS

If an Account has more than one Owner, each Owner has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and the Services, to the extent allowed by the Account Agreement. We may rely and act on the instructions of any Owner or Authorized User as permitted under the applicable Account Agreement. Notice to one Owner constitutes notice to all Owners of that Account. Joint Account Owners must each have a unique username, password and other Security Credentials. All Owners are jointly and severally liable for all transactions on the Account. Joint Account Owners who are minors are permitted to access Digital Banking only if another joint Account Owner who is 18 years of age or older has enrolled in Digital Banking and agreed to the terms of this Agreement. If you hold a joint Account with an Owner who is a minor, you agree that you will be fully liable for any transactions and instructions by the minor related to the joint Account. Minors are not permitted to use certain Services within Digital Banking including Bill Pay, External Transfers, and the Zelle[®] and Other Payment Services.

D. INTERNAL TRANSFERS (FUNDS TRANSFERS BETWEEN BMO ACCOUNTS)

1. Description of Service

You can transfer funds from one Eligible Transaction Account at BMO to another eligible deposit, loan or credit card Eligible Transaction Account with us, under certain terms.

2. Basic Terms

The amount of an Internal Transfer is limited to, as applicable: (i) your Available Balance in the deposit Eligible Transaction Account from which the Internal Transfer will be made plus the available credit of any overdraft line of credit and any overdraft that we elect to pay in our sole discretion or (ii) the available credit of the credit line, if the Eligible Transaction Account from which the Internal Transfer is to be made is a line of credit. You authorize us to debit your applicable Account for funds transfers you initiate through the Service. We are not obligated to make any Internal Transfer unless there are Sufficient Available Funds or available credit in your Account from which the Internal Transfer is to be made on the transfer date. If there are insufficient available funds (or available credit) to pay the amount of an Internal Transfer on the scheduled transfer date, we will notify you in accordance with your preferences (i.e., email, text message). We will retry the Internal Transfer at a later time on the scheduled transfer date as specified in the notice.

3. Processing of Transfer Requests.

Internal Transfers can be made on a one-time or recurring basis. One-time Internal Transfers may be immediate or scheduled for a future date. The recurring Internal Transfer feature may be used when a set amount is transferred at regular intervals, such as, a one-hundred dollar (\$100) transfer from a checking Account to a savings Account which occurs every two (2) weeks. You agree to have Sufficient Available Funds or available credit in the Account to be debited on the date each transfer is scheduled to occur.

At the time you schedule an Internal Transfer, we provide you with the cut-off times for each Internal Transfer and the amount of funds available in the Account to be debited. For immediate Internal Transfers, we will post all Internal Transfer requests received before the cut-off time on the same Business Day. If an immediate Internal Transfer request is received after the cut-off time, it will be posted on the next Business Day. For same-day Internal Transfers to deposit Accounts, the funds will be available immediately in your deposit Account.

4. Modifying or Canceling Transfer Requests.

Internal Transfers can be modified or cancelled prior to scheduled transfer date.

5. Frequently Asked Questions about Internal Transfers.

You can learn more about Internal Transfers by reviewing the Frequently Asked Questions found at www.bmo.com/en-us/main/personal/digital-banking/faqs/. Among other things, this link includes details about (i) what Accounts qualify as Eligible Transaction Accounts for Internal Transfers; (ii) notices of failed Internal Transfers; (ii) processing and posting of Internal Transfers; and (iv) modifying and cancelling Internal Transfers.

E. WAYS TO MOVE MONEY OUTSIDE THE BANK

We offer three (3) Services that you can use to move money outside of the Bank: the External Transfer Service (Section III.D.1), Zelle[®] and Other Payment Services (Section III.D.2), and BMO Bill Pay (Section III.D.3).

External Transfer (Transfer Funds Between Your BMO Accounts and External Accounts)

a. Description of Service

You can transfer funds between an Eligible Transaction Account and an External Account using the External Transfer Service. External Transfers can be made on a one-time or recurring basis in a predetermined amount. One-time External Transfers may be scheduled immediately or at a future date.

b. Eligibility

You must have at least one (1) Eligible Transaction Account at BMO and at least one (1) eligible External Account at another U.S. financial institution to make an External Transfer.

c. Registering an External Account

To use the External Transfer Service, you must first register your External Account with this Service.

When you register an External Account, you represent that: (i) you are the sole owner or a joint owner of the External Account and/or that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account; and (ii) the External Account is located in the United States. If you are a joint owner of the External Account, you further represent that: (a) you have been authorized by all of the other joint Owners to operate such External Account without their consent; and (b) we may act on your instructions regarding the External Account without liability to such other joint owners.

d. Making an External Transfer

You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Mobile App or Website. You agree to have sufficient funds available in the External Account or Eligible Transaction Account from which the External Transfer will be made on the date each External Transfer is scheduled to occur. The amount of an External Transfer is limited to your Available Balance in the Eligible Transaction Account from which the External Transfer will be made plus the available credit of any applicable overdraft line of credit and any overdraft that we elect to pay in our sole discretion. We are not obligated to make any External Transfer unless there are sufficient funds in your Eligible Transaction Account on the transfer date. External Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

e. Authorization

To make an External Transfer, you must give us a Transfer Instruction. Depending on how you set up your Transfer Instruction, your Transfer Instruction either authorizes us to (i) debit your Eligible Transaction Account and send funds on your behalf to the External Account designated by you; or, as applicable, to (ii) credit your Eligible Transaction Account when we receive funds from the External Account designated by you. In either case, you authorize us to debit your Eligible Transaction Account for service fees and additional charges as described below in Section III.D.1.i. You also

authorize us to reverse: (i) a debit from the Eligible Transaction Account if the debit is returned from the External Account for any reason; or (ii) a credit to the Eligible Transaction Account if the remittance from the External Account is not honored by us for any reason.

f. Processing Time

When you make an External Transfer from an Eligible Transaction Account, the options to send the funds that are available to you will display in Digital Banking. Each option will include the estimated time of processing of the funds from your Account. One or more options may be available to you. When you receive funds from an External Account to an Eligible Transaction Account, we will tell you the estimated time for the completion of the processing of your transaction. Funds will not be available to you in your Eligible Transaction Account until we actually receive the funds from your External Account. The estimated time provided through Digital Banking is an estimate only and the actual processing time may be faster or slower.

g. Transaction Limits on External Transfers

There are individual transaction limits and daily transaction limits for External Transfers. These limits are subject to change from time to time without prior notice to you, unless required by applicable law.

h. Changes and Cancellation Requests

You may cancel or modify an External Transfer scheduled for a future date (including a recurring External Transfer). Once we have started processing an External Transfer, it cannot be cancelled or modified.

i. Service Fees and Additional Charges

The Bank currently does not charge a fee to use the External Transfer Service. You must check with the financial institution where you have your External Account to determine what fees and charges they may charge you.

j. Liability

You are responsible for ensuring the accuracy of any information that you enter into the External Transfer Service and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover an External Transfer made to the wrong External Account, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

We are not liable if we are unable to complete any External Transfers request that you initiate if: (i) through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the External Transfer on the scheduled transfer date; (ii) we notified you or you otherwise knew that the External Transfer Service was not working properly before you initiated the External Transfer; (iii) we refused the External Transfer as described in Section III.D.1.k (Refused Transfers) below; (iv) you have not provided us with correct information, such as the correct Eligible Transaction Account or External Account information; and/or (v) Circumstances Beyond Our Control prevent the proper execution of the External Transfer.

k. Refused Transfers

We reserve the right to refuse any External Transfer at our discretion. To the extent required by law, we will notify you promptly if we decide to refuse an External Transfer. This notification is not required if you attempt to make an External Transfer that is not allowed under this Agreement.

l. Returned or Failed Transfers

You understand and agree that External Transfers may be returned or fail for various reasons such as the External Account number not being valid. We may attempt to research the cause of a returned External Transfer and resend the External Transfer to the intended Account or External Account or void the External Transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Eligible Transaction Account that we debited for the funds transfer or use other reasonable efforts to return such transfer

to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

m. Frequently Asked Questions about External Transfers

You can learn more about the External Transfer Service by reviewing the Frequently Asked Questions found at: www.bmo.com/en-us/main/personal/digital-banking/faqs/. Among other things, this link includes information about: (i) eligibility requirements; (ii) instructions on how to register an External Account; (iii) details on how to make an External Transfer; and (iv) the current individual and daily transaction limits for External Transfers.

Zelle® and Other Payment Services

a. Description of Service

We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and other Users using email addresses, mobile phone numbers, Zelle® tags or other personal information that may be applied to identify Users in the future (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. Financial institutions that partner with Zelle® will transmit all money. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

In addition to the Zelle® Payment Service, we provide other payment services as part of the Zelle® and Other Payment Services. First, these additional services allow you to send money to a Receiver if you provide Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. Second, outside of Zelle®, we also allow you to establish a one-time payment to a recipient to be initiated at a later specified date, of up to one (1) year from the date that the payment is established. Third, outside of Zelle®, we also enable you to establish a recurring series of payments to a recipient for which processing shall be initiated on dates that you specify. These three payment services and any other payment services that we provide as part of the Zelle® and Other Payment Services are referred to as “Other Payment Services”. While future-dated payments and recurring payments set up through the Other Payment Services are not established through Zelle®, we may ultimately send those transactions through Zelle® when the applicable date of payment arrives, in which case the applicable payment is part of the Zelle® Payment Service, not the Other Payment Services.

The Zelle® and Other Payment Services enable you to: (i) initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (ii) receive a payment from another User into an Eligible Transaction Account, in U.S. dollars. All payments and receipts of payments using the Zelle® and Other Payment Services made through the Website or the Mobile App are subject to the terms of this Agreement and applicable laws and regulations, as in effect from time to time.

In some instances, receipt of payments through the Zelle® and Other Payment Services may be made through other channels besides our Mobile App or Website, such as the Zelle® mobile handset application. If you choose to initiate or receive a payment using the Zelle® mobile handset application, you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle® mobile handset application and applicable laws and regulations as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours a day, 7 days a week, with the exception of outages for maintenance and Circumstances Beyond Our Control. Live customer service from Zelle® is generally available on Business Days by calling the Contact Number.

The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial

institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We are not obligated to comply with the Automated Clearinghouse (ACH) Rules in any recovery efforts or otherwise in connection with Zelle® and Other Payment Services unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

b. Enrolling for the Service

You represent that you have the authority to authorize debits and credits on the checking Account you are enrolling as an Eligible Transaction Account to use with the Zelle® Payment Service. You agree not to use the Zelle® Payment Service to make any Prohibited Payments. You agree that you will not use the Zelle® and Other Payment Services to send money to or request money from anyone for Prohibited Payments.

This paragraph does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes.

To enroll, you must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in Zelle® using a landline phone number, Google Voice number, or Voice over Internet Protocol. When you enroll, we will share your primary email address and mobile phone number in our records with Zelle®. Please review our Privacy Notice and Digital Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.

The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet these Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise.

Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

To enroll, you must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in Zelle® using a landline phone number, Google Voice number, or Voice over Internet Protocol. When you enroll, we will share your primary email address and mobile phone number in our records with Zelle®. Once enrolled, you may: (1) authorize a debit of your enrolled Eligible Transaction Account to send money to another User either at your initiation or at the request of that User; and (2) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section II.D.2.g (Requesting Money) below. If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, that same email address or phone number may not be used with any other profile.

c. Payment Authorization and Payment Remittance

By providing us with names and mobile telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to either: (i) debit your enrolled Eligible Transaction Account for the amount of such Payment Instruction at the time you initiate the Payment Instruction or at the time you indicate in the Payment Instruction that a future payment should be initiated, and to remit funds on your behalf; or (ii) credit your enrolled Eligible Transaction Account for (1) the receipt of payments, including any payments sent to your Eligible Transaction Account, and (2) any payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to your Eligible Transaction Account because the processing of the Payment Instruction could not be completed.

You agree that we will not be liable for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. We will attempt to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the enrolled Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Zelle® and Other Payment Services is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section III.D.2.i (Refused and Returned Payments) below;
4. You have not provided us with the correct information, including for example: (i) the correct Payment Instructions or account information or (ii) the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or (e) Circumstances Beyond Our Control prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services, and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

d. Receiving Money

All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions.

You authorize us to accept, on your behalf, all payments that other Users make to you and credit them to your Eligible Transaction Account. You understand that you have no ability to stop the payment once a User initiates a transfer to your email address, mobile phone number or Zelle® tag that you enrolled with the Zelle® Payment Service. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. Please contact us at the Contact Number if you receive funds in your Account incorrectly.

Most transfers of money through the Zelle® Payment Service to your Eligible Transaction Account from other Users will occur within minutes. There may be other circumstances when the payment may take longer (see Section III.D.2.e.1 (Zelle® Payment Service) below). For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. There may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment, and you may be required to take additional steps to facilitate the deposit of the payment. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, text message).

You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account, us (including through the Website or the Mobile App), and Zelle® to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these terms and the procedures of the business or government agency that is sending you the payment.

You acknowledge and agree that in the event that funds that you have received from another User are determined to be improper because they were not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us or our Vendor to withdraw from your Eligible Transaction Account the full amount of the funds improperly transferred to you.

e. Sending Money

You may send money from your Eligible Transaction Account to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it.

f. Zelle® Payment Service

Using the Zelle® Payment Service, you may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®. The Zelle® Payment Service allows for payments to be delivered to a Receiver who is also enrolled in the Zelle® Payment Service through a Payment Network designed to delivery payments on the same day and potentially within minutes. Not all Payment Networks participate in the Zelle® Payment Service. The Zelle® Payment Service is not instantaneous but is designed to deliver payments on the same day and potentially within minutes, although actual speed will vary based upon the funds availability policy of each financial institution and Payment Network availability.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated using the Zelle® mobile handset application, and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the National Automated Clearinghouse Association Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by such Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you as a Sender will not hold us or Zelle® liable for any damages resulting from a Receiver's decision not to enroll in Zelle®.

When you are sending (or receiving) money to or from another User using the Zelle® Payment Service, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with either Zelle® or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.

If a person to whom you are sending money is not enrolled as a User or fails to enroll with Zelle®, or otherwise ignores the payment notification, then the payment may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or to comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

g. Other Payment Services

By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment using the Other Payment Services, you authorize us to follow the Payment Instructions that you provide. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Other Payment Services, the processing and the debit from your Eligible Transaction Account will begin as early as the date that you indicate that your transaction should be initiated. Zelle® will not transfer the credit to the Receiver any earlier than the next Business Day after you have initiated the payment.

If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and your Account will be debited as early as the specified date(s).

You acknowledge and agree that we will begin to process the transfer once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) calendar days have elapsed.

You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred, and our obligation to complete a Payment Instruction shall not begin, until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with these terms. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to these provisions.

h. Payment Amounts

There are limits on the amount of money you can send or receive through the Zelle® and Other Payment Services. We may change these limits at any time in our sole discretion without prior notice, unless required by applicable laws and regulations. We will not permit you to send money that exceeds the individual or daily aggregate transaction amount limits allowed for your Account.

i. Requesting Money

You may request money from another User through a Zelle® Payment Request. Users to whom you send Zelle® Payment Requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a Zelle® Payment Request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we or Zelle® may decide, in our sole discretion, not to send a reminder or repeat request to that User.

You agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to: (i) request money for the payment or collection of an overdue or delinquent debt (as a debt collector); (ii) request money that is owed to another person; or (iii) collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle® Payment Request that you send that is related to overdue or delinquent amounts.

You agree to receive Zelle® Payment Requests from other Users, and to only send a Zelle® Payment Request for legitimate and lawful purposes. Zelle® Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor.

We reserve the right, but assume no obligation, to terminate your ability to send Zelle® Payment Requests in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through the Zelle® mobile handset application.

j. Payment Cancellation, Unclaimed Payments and Termination

Cancellation: For payments sent using the Zelle® Payment Service, you may only cancel a payment if the person to whom you sent money has not yet enrolled in the Zelle® Payment Service. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (unless otherwise provided) and may not be cancelled or revoked.

For payments sent using the Other Payment Services, you as the Sender, or another Sender sending money to you, may cancel a payment at any time until the processing of the Payment Instruction into the Receiver's account has begun.

Stop Payments: Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting Customer Service as set forth in Section V.A.2 (Contacting Us; Customer Service) below. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in your fee schedule from us (including as disclosed within Digital Banking) or your Account Agreement with us.

Unclaimed Payments: Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) calendar days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

Termination: We reserve the right to suspend or terminate your use of the Zelle® Payment Service or the Other Payment Services if we believe that you are using any component of the Zelle® and Other Payment Services for any prohibited purpose, as set forth in Section V.C (Prohibited Uses of the Services) below.

k. Refused and Returned Payments

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a Prohibited Payment. In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

I. Consent to Share Personal Information (Including Account Information)

You consent to our disclosure of your personal information (including Account Information) to Zelle[®], other Network Financial Institutions and other third parties for fraud and risk services, to resolve fraud, claims and servicing issues, to comply with legal or regulatory requirements, and as necessary to complete payment transactions, in accordance with our customary processes and procedures, which are provided in our Privacy Notice and Digital Privacy Policy.

m. Liability for Zelle[®] and Other Payment Services

Subject to Zelle[®]'s and our obligations under applicable laws and regulations, neither we nor Zelle[®] shall have any liability to you for any transfers of money using the Zelle[®] and Other Payment Services, including without limitation, (i) any failure, through no fault of ours or Zelle[®] to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle[®] shall be liable for any typos or keystroke errors that you may make when using the Zelle[®] and Other Payment Services. THE ZELLE[®] AND OTHER PAYMENT SERVICES ARE INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE ZELLE[®] AND OTHER PAYMENT SERVICES TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE[®] OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE[®] AND OTHER PAYMENT SERVICES (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

n. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE[®] MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE[®] AND OTHER PAYMENT SERVICES. WE AND ZELLE[®] EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, WITH REGARD TO THE ZELLE[®] AND OTHER PAYMENT SERVICES. NEITHER WE NOR ZELLE[®] WARRANT THAT THE ZELLE[®] AND OTHER PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE[®] AND OTHER PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

o. Limitation of Liability for the Zelle[®] and Other Payment Services

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE[®], OR EITHER OF THE RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OF ZELLE[®] OR US OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE[®] AND OTHER PAYMENT SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE[®] AND OTHER PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE[®] AND OTHER PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE[®] HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE[®] AND OTHER PAYMENT SERVICES OR WITH THESE TERMS, THEN EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE[®] AND OTHER PAYMENT SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY ON OUR PART OR ON THE PART OF ZELLE[®], EITHER OF THE RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OF ZELLE[®] OR US OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

p. Your Indemnification of Us and Zelle[®]

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle[®] Payment Services, except as otherwise provided in these terms, you agree to indemnify, defend and hold harmless us, Zelle[®], its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable

attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Services, or any violation by you of the terms of these terms.

q. Wireless Operator Data

In addition to Section II.E.8 (Information Authorization) below, you acknowledge that we, our Vendors or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to us, our Vendors and Zelle® solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle®'s Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Notice and Digital Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

r. Consent to Emails and Automated Text Messages

You agree that we, Zelle®, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees as message and data rates may apply.
2. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
3. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
5. To cancel text messaging from us relating to your Eligible Transaction Accounts for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging, send "HELP" to 767666 or contact Customer Service as set forth in Section V.A.2 (Contacting Us; Customer Service) below. You expressly consent to receipt of a text message to confirm your "STOP" request.
6. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
7. Your phone service provider is not the provider of the Zelle® and Other Payment Services. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

s. Frequently Asked Questions about the Zelle® and Other Payment Services

You can learn more about the Zelle® and Other Payment Services by reviewing the Frequently Asked Questions found at: www.bmo.com/en-us/main/personal/digital-banking/faqs/. Among other things, this link includes helpful information about: (i) enrolling for the Zelle® Payment Service; (ii) Accounts eligible to be enrolled with the Zelle® Payment Service as Eligible Transaction Accounts; and (iii) individual and daily transaction limits that apply to your Account for the Zelle® Payment Service.

Pay Bills with BMO Bill Pay

a. Description of Service

Bill Pay permits you to use a computer or Eligible Mobile Device to make One-Time Payments or Recurring Bill Payments from your Bill Payment Account to (i) a Biller to which you wish a Bill Payment to be directed or (ii) the Biller from which you receive eBills.

b. Verification of Identity and Enrollment

We must be able to verify your identity, ownership of the Bill Payment Account you have designated for us to debit with respect to Bill Payments, your Billing Account with your Biller, and other information before you can enroll in Bill Pay. We may issue offsetting debits and credits to the Bill Payment Account(s) and/or Billing Account(s) and require you to confirm that you have received these before you begin using Bill Pay. Your Account must be in good standing to use Bill Pay.

c. Payment Authorization and Payment Remittance

By providing Bill Pay with names and Account Information of Billers to whom you wish to direct Bill Payments, you authorize us to follow the Payment Instructions that we receive through Digital Banking. When you submit a Payment Instruction, you authorize us to debit your Bill Payment Account and send the funds on your behalf to the Biller so that they arrive as close as reasonably possible to the Scheduled Payment Date. If the Scheduled Payment Date falls on a non-Business Day, it will be considered to be the previous Business Day. You authorize us to credit payments to your Bill Payment Account that another person sends you, that the Biller returns to us, or that the United States Postal Service returns to us.

When you set up Billers and make Bill Payments, you must provide us with complete and accurate names and Account Information. You must keep this Account Information updated. All changes that you make are effective immediately. We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate information. Incomplete or inaccurate information in your Payment Instruction may result in delays.

d. Limitations on Payment

There are limits to the amounts you can pay by electronic payments using Bill Pay. If those limits are exceeded, we will schedule your Bill Payment to be paid by check. We reserve the right to change those limits from time to time.

e. Scheduling a Payment

You may schedule two (2) types of Bill Payments: One Time Payments or Recurring Payments.

We will display the earliest possible Scheduled Payment Date for each of your Billers when you are scheduling the Bill Payment. You must select a Scheduled Payment Date that is no later than the actual due date reflected on your Biller's billing statement. However, if the actual due date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual due date. Scheduled Payment Dates must be prior to any late payment date or grace period. We may debit your Bill Payment Account prior to the Scheduled Payment Date, depending on the Payment Method.

There are three different Payment Methods for Bill Payments: electronic, traditional paper checks and "corporate checks". Electronic payments (including ACH) are when we, or our Vendor, generate an electronic remittance to send to your Biller. The funds for electronic payments will be debited from your Bill Payment Account on the Deliver By Date. A traditional paper check or "draft check" is when we, or our Vendor, generate an individual paper check for the amount of your Bill Payment to your Biller. Traditional payment checks will be debited from your Bill Payment Account on the date that the check is cashed by the Biller. A "corporate check" is a bulk check generated by us, or our Vendor, to a Biller that covers your Bill Payment along with bill payments arranged by other customers. "Corporate checks" will be debited from your Bill Payment Account on the Scheduled Payment Date, regardless of when the check is cashed by the Biller.

We, and our Vendor, in our sole discretion, will decide the Payment Method for each Bill Payment and reserve the right to change the Payment Method at any time up until the Bill Payment begins processing. As the Payment Method is subject to change, you should ensure that you have sufficient funds in your Bill Payment Account to cover each Bill Payment at least two Business Days' prior to the Scheduled Payment Date.

f. Expedited Payments

Depending on your Biller, you may have an option to make a same day electronic payment or send a check overnight as an Expedited Payment. Overnight check delivery is not available to Billers with a post office box address or with an address in Alaska, Hawaii or any United States territory. Each participating individual Biller sets its own payment cutoff times for Expedited Payments which are subject to change from time to time. We must receive your Payment Instruction prior to the Biller's cut-off time for the applicable Business Day. When you schedule an Expedited Payment, we will display the earliest Scheduled Payment Date available and the applicable fee.

This fee is also set forth in the disclosure that applies to your Bill Payment Account and may change from time to time.

g. Bill Pay Service Guarantee

We will be responsible for any late payment charges that your Biller charges you for a Bill Payment made from a Personal Account (excluding Expedited Payments) (the "Bill Pay Service Guarantee"), up to \$50.00 for each scheduled Bill Payment that is paid late, provided: (i) the Scheduled Payment Date was selected in accordance with the requirements set forth in Section III.D.3.e above (Scheduling a Payment); (ii) the amount of the Bill Payment was sufficient to avoid the Biller's late charge; (iii) there were sufficient funds in the Bill Payment Account on the Scheduled Payment Date to cover the Bill Payment; (iv) your Bill Payment Account and your Payment Instruction met the requirements of Section III.D.3.b through e above; (v) your Billing Account was open and in good standing with the Biller on the Scheduled Payment Date; (vi) the Bill Payment was not an Exception Payment or a Prohibited Payment; and (vii) the Bill Payment was not delayed for any reason listed under Section III.D.3.h below (Failed, Returned, and Delayed Transactions). You must provide us notice of the late payment fee no more than two (2) Business Days after your discovery of the late payment fee received by your Biller.

h. Failed, Returned, and Delayed Transactions

We will attempt to complete all of your Payment Instructions properly. However, we shall incur no liability and the Bill Pay Service Guarantee (as described in Section III.D.3.g above) shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) the Bill Payment Account does not contain sufficient funds to complete the Payment Instruction; (ii) you have not provided us with accurate or complete information; (iii) a Biller cannot or will not accept a Bill Payment that we delivered; (iv) we suspect that the Biller is a blocked entity under Office of Foreign Assets Control Sanctions by the U.S. Department of the Treasury; (v) we suspect the Bill Payment is fraudulent; (vi) our Vendor's payment processing center is not functioning properly and you know or were advised by us about the malfunction or issue before you initiate the Bill Payment; or (vii) other Circumstances Beyond our Control.

Provided none of the foregoing exceptions apply, if the Bill Pay Service causes an incorrect amount of funds to be debited from your Bill Payment Account or causes funds from your Bill Payment Account to be directed to a Biller which does not comply with your Payment Instructions, we will (i) return the improperly debited funds to your Bill Payment Account, (ii) direct any previously misdirected Bill Payments to the proper Biller, and (iii) reimburse you under the Bill Pay Service Guarantee, provided the conditions in Section III.D.3.g (Bill Pay Service Guarantee) above are met.

If a Biller and/or the United States Postal Service return a Bill Payment to us for any reason, such as a Biller's forwarding address expired, a Biller account number is not valid, a Biller is unable to locate your Billing Account, or your Billing Account is paid in full, we will attempt to research and correct the returned Bill Payment and return it to your Biller, or void the Bill Payment and credit your Bill Payment Account. If a Biller fails to cash a "corporate check" within 90 (ninety) days of the Scheduled Payment Date, we, or our Vendor, will credit the amount of the applicable Bill Payment included in the "corporate check" to your Account.

We will notify you of each Scheduled Payment that does not result in a Bill Payment because of any of the above reasons. If the Bill Payment does not occur due to any of items (ii) through (v) in the first paragraph of this Section III.D.3.i above, we may request that you provide additional information regarding the failed Scheduled Payment. If you do not provide the information we need to resolve the failed Bill Payment within five (5) Business Days, we will cancel the Scheduled Payment and re-credit the funds to your Bill Payment Account.

We will notify you if your Scheduled Payment is returned or if we are notified by a Biller of a delay in processing. We may instruct you to call Customer Service or we may call you if we need more information in order to process the Bill Payment.

i. Suspension or Termination of Bill Pay

You agree that we may terminate or suspend your use of the Bill Pay Service at any time and for any reason or no reason. You will be notified by email and/or mail of any such action with information on the status of your Bill Payment Account and directions on steps to take to reactivate your Bill Payment Account.

Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. If we terminate, cancel or suspend your use of the Bill Pay Service, it is your sole responsibility to find another way to make any Scheduled Payments. You agree that we are not responsible or liable for the failure to process any Scheduled Payment during any time that we have terminated, cancelled or suspended your Bill Pay Service, whether or not there are sufficient funds in your Bill Payment Account(s).

If we terminate your or suspend your account, we will process any Scheduled Payment(s) scheduled to occur before the cancellation or suspension date and any payment(s) that have begun processing before the requested cancellation or suspension date. We will not complete any Scheduled Payments, including Recurring Payments, scheduled to occur after the cancellation or suspension date of your Bill Pay Service. If any of your Bill Payment Accounts are closed, we will automatically cancel your Bill Pay Service for the applicable Bill Payment Accounts. If you close your primary Account linked to Bill Pay and you have other Accounts linked as Bill Payment Accounts, we will designate one of your other Bill Payment Accounts as your primary Account for Bill Pay and continue to make all Scheduled Payments for each of the Bill Payment Accounts that remain open.

j. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions shown within the Bill Pay Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited.

k. Termination of Bill Pay Service

You may terminate your Bill Pay Service at any time. We will complete any Scheduled Payment(s) scheduled to occur before the cancellation date. We will not complete any Scheduled Payments, including Recurring Payments, scheduled to occur after the cancellation date of your Bill Pay Service. We may terminate your Bill Pay Service at any time. If any of your Bill Payment Accounts are closed, we will automatically cancel your Bill Pay Service for the applicable Bill Payment Accounts. We will not make any Scheduled Payments, including Recurring Payments, from any of the closed Bill Payment Accounts. If the primary Account linked to your Bill Payment Account is closed, we will automatically (i) cancel your Bill Pay Service if the closed Account is your only Account registered with Bill Pay and (ii) cancel any Scheduled Payments (including Recurring Payments) from the closed Account. You must make other arrangements to make these payments. If you close your primary Account linked to Bill Pay and you have other Accounts linked as Bill Payment Accounts, we will designate one of your other Bill Payment Accounts as your primary Account for Bill Pay and continue to make all Scheduled Payments for each of the Bill Payment Accounts that remain open.

l. Exception Payments Requests

You may schedule Exception Payments through the Service. However, we discourage Exception Payments and you schedule them at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or

damages resulting from your scheduling of Exception Payments. We have no obligation to research, resolve, or honor any claim resulting from an Exception Payment.

m. Fees and Additional Charges

Any fees associated with your Accounts continue to apply to the Bill Pay Service. You agree that we may deduct all fees for using the Bill Pay Service and other amounts that you have agreed to pay hereunder with respect to the Bill Pay Service from your Bill Pay Account at the time your Bill Payment is processed.

n. Electronic Bills (eBills)

The Bill Pay Service includes a feature that electronically presents you with eBills from select Billers. E bills may not be available from all of your Billers. We provide eBills as a convenience only. You are solely responsible for contacting your Billers directly if you do not receive an eBill or statement. If you elect to activate one of our eBill options, you agree to the following:

1. **Presentation of eBills.** You will receive eBills from a Biller in connection with Bill Pay only if: (a) you have provided Bill Pay with the name and Account Information of the Biller, (b) the Biller has arranged with us or our Vendor to deliver eBills, and (c) either (i) you affirmatively elect within Bill Pay to receive eBills from the Biller, or (ii) the Biller chooses to send you eBills on a temporary "trial basis." You can elect within Bill Pay to stop receiving eBills from a Biller. Electing to receive eBills, automatically receiving trial eBills, and declining further elected or trial eBills all occur on an individual Biller basis. We do offer an option to opt not to participate in the automatic trial eBill feature for any Biller. When affirmatively electing to receive eBills from a particular Biller, your Biller may present you with terms for your acceptance. We are not a party to such terms.
2. **Paper Copies of eBills.** If you start receiving eBills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of eBills.
3. **Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with persons or entities that you have identified as your Billers and which we have identified as offering eBills for purposes of matching your identity on Bill Pay's records and the Biller's records to (a) activate your affirmative request for eBills, and/or (b) confirm your eligibility for "trial basis" eBills. You agree that we may provide the Biller with your email address, service address, or other data specifically requested by the Biller. Providing this information will allow the Biller to match your identity against its records or inform you about the Biller's services and/or bill information. Please review our Privacy Notice and Digital Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
4. **Information held by the Biller.** We are unable to provide Billers updates or changes to your personal information such as your name, address, phone numbers and email addresses that the Biller holds. You must contact your Biller directly to make any changes to your personal information. It is your responsibility to maintain all usernames and passwords for all Biller websites.
5. **Activation.** We will notify the Biller of your request to receive eBill information. The presentment of your first eBill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. It is your responsibility to keep your accounts current with the Biller until we activate your eBill feature. Each Biller reserves the right to accept or deny your request to receive eBills.
6. **Authorization to obtain bill data.** You authorize us to obtain bill data from your Billers that you have requested to send you eBills, and from your Billers that wish to send you trial eBills. For some Billers, we will ask you to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

7. **Notification.** We will attempt to present all of your eBills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Digital Banking and check on the delivery of new eBills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. **Cancellation of electronic bill notification.** The Biller reserves the right to cancel the presentment of eBills at any time. You may cancel eBill presentment at any time. The timeframe for cancellation of your eBill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your Bill Payment Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any eBills that are already in process at the time of cancellation.
9. **Non-Delivery of eBill(s).** You agree to hold us harmless should the Biller fail to deliver your eBill or statement(s). You are responsible for ensuring timely payment of all bills. You must request copies of previously delivered bills directly from the Biller.
10. **Accuracy and dispute of eBills.** We are not responsible for the accuracy of your eBills. We are only responsible for presenting the information we receive from the Biller. You must address and resolve any discrepancies or disputes relating to your eBill directly with the Biller.
11. **Access to someone else's eBills.** You agree not to use someone else's information to gain unauthorized access to another person's eBill.

This Agreement does not alter your liability or obligations that exist now or in the future between you and your Billers.

o. Authorization to Obtain Financial and Other Information

You agree that we have the right to obtain financial and other information regarding you and your Billing Accounts from any Biller. For example, we may need information to resolve payment posting problems or for verification.

p. Biller Limitation

We will monitor Bill Pay Services for compliance with laws and regulations governing currency transactions and money laundering. We reserve the right to refuse to pay any Biller to which you may direct a Bill Payment or refuse any Scheduled Payment. As required by law, we will notify you promptly if we refuse to pay a Biller designated by you or refuse to make a Scheduled Payment. This notification is not required if you attempt to make a Prohibited Payment under this Agreement or an Exception Payment.

q. Frequently Asked Questions about the Bill Pay Service

You can learn more about the Bill Pay Service by reviewing the Frequently Asked Questions found at: www.bmo.com/en-us/main/personal/digital-banking/faqs/. Among other things, this link includes helpful information about: (i) eligibility requirements; (ii) the current limits on Bill Payment amounts; and (iii) scheduling Bill Payments.

F. SHARED TERMS APPLICABLE TO EXTERNAL TRANSFER, ZELLE®, BILL PAY AND OTHER SERVICES

1. Third-Party Service Providers ("Vendors")

We may use one or more third-party service providers (referred to as "Vendors") to act on our behalf in maintaining, servicing and processing payment instructions related to External Transfers, Zelle® and Other Payment Services, and Bill Pay. However, we are the sole party liable to you and any third party for any payments or transfers conducted using External Transfers, the Zelle® and Other Payment Services or Bill Pay. We reserve the right to delegate to Vendors some or all of performance obligations under this Agreement, and to assign to Vendors certain of our rights under this Agreement. The Vendors may have the right to assert that they are third party beneficiaries with respect to certain

provisions of this Agreement relating to External Transfers, Zelle[®] and Other Payment Services and Bill Pay and will be entitled to all the related rights and protections that this Agreement provides to us. We and our Vendors may share with each other information about you and your Accounts for the purpose of providing External Transfers, Zelle[®] and Other Payment Services, Bill Pay payment services, including sending and receiving payments, obtaining repayment of advances, and paying fees and expenses. All of our Vendors are required to implement appropriate measures to protect the privacy and security of your non-public personal information. Please review our Privacy Notice and Digital Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

2. Receipts and Transaction History

You may view your transaction history by logging into Digital Banking and looking at your External Transfers, Zelle[®] and Other Payment Services or Bill Pay transaction history.

3. Failed or Returned Payment Instructions

In using External Transfers, Zelle[®] and Other Payment Services or Bill Pay, you are requesting that we or our Vendors attempt to make or receive payments for you from or to your Eligible Transaction Account or Bill Payment Account. If a Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account or Bill Payment Account (for example, there are not sufficient funds in your Account or the Payment Instruction would exceed the credit or overdraft protection limit of your Account), the Payment Instruction may or may not be completed. In certain circumstances, our Vendors may either advance funds drawn on their corporate account or via an electronic debit to fulfill a Payment Instruction, and in such circumstances we may attempt to debit the Eligible Transaction Account or Bill Payment Account multiple times to complete the Payment Instruction. If we are unable to successfully complete the Payment Instruction, you agree that:

- a. You will reimburse us and our Vendor immediately upon demand in the amount of the Payment Instruction if the payment has been delivered but there are not sufficient funds in, or insufficient overdraft credits associated with, your Account to allow the debit processing to be completed;
- b. We may contact you to notify you of the advance and your immediate obligation to repay us but that we have no obligation to do so;
- c. We may debit your Account to recover any such funds advanced;
- d. If you do not immediately repay the amount owed to repay the advanced funds, you agree to also pay any and all collection agency fees and costs and/or attorney fees and court costs;
- e. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Vendors or third-party contractors if the Payment Instruction cannot be debited because you have insufficient funds in your Account, or the transaction would exceed the credit or overdraft protection limit of your Account, to cover the payment (including any advance), or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any nonsufficient fund charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed within Digital Banking) or your Account Agreement with us. You hereby authorize us and our Vendors to deduct all of these amounts from your designated Account, including by ACH debit; and
- f. We and our Vendors are authorized to report the facts concerning the return to any credit reporting agency.

4. Stop Payments

If you have a Personal Account, you may request a stop payment for payments you made from your checking Account using a personal check. Our ability to process a stop payment request will depend on if (i) your check has cleared and (ii) we have a reasonable opportunity to act after we receive your stop payment request. If you want to stop a payment that has already been processed, you must contact Customer Service as set forth in Section V.A.2 (Contacting Us; Customer Service) below. You may also be required to present your stop payment request in writing within fourteen (14) days. We will attempt to accommodate your stop payment request, but we are not liable to you for failing to do so. The fee for any stop payment request is described in the disclosure that applies to your Personal Account.

5. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it for a permitted purpose in connection with the Service.

6. Payment Methods

We or our Vendors have the sole right to select the Payment Method by which to remit funds on your behalf through the Services, and in the event that your Eligible Transaction Account or Bill Payment Account is closed or otherwise unavailable to us, the Payment Method to return funds to you. These Payment Methods may include, for example, ACH or other electronic payment, paper check or draft payment.

7. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

8. Information Authorization

- a. *Mobile Subscriber Information.* You authorize your wireless carrier to disclose information about your account and your wireless device, if available, to us and our Vendors for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Digital Privacy Policy and Privacy Notice to see how we treat your data.
- b. *Device Data.* We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which may include features such as identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or websites not provided by us. We will not share any information that personally identifies the user of the applicable device with service providers.

9. Intellectual Property

All marks and logos related to External Transfers, the Zelle[®] and Other Payment Services and Bill Pay are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us, our licensors, or the Services. Further, you may not display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to External Transfers, the Zelle[®] and Other Payment Service and Bill Pay, the portion of the Website through which these Services are offered, the technology related to the Website and these Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors.

10. Conflicts

If any provision of in this Section III.E conflict with any other provision of this Agreement or your applicable Account Agreement, then this Section III.E shall control with respect to any aspect of the Zelle[®] and Other Payment Services, External Transfers and Bill Pay.

11. Release

You release us and our Affiliates and Vendors and the respective employees and contractors of each of these, from all claims, demands and damages (actual and consequential) arising out of or connected with any dispute that arises between you and one or more other users of the Website or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does

not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

G. PAYMENTS TO YOUR BMO CREDIT CARDS

1. Description of Service

You can transfer funds from your BMO Accounts and External Accounts to make payments for eligible credit card Accounts with us. Payments can be made on a one-time or automatic basis. One-time Payments may be scheduled immediately or for a future date. If you set up automatic payments to your credit card Account to occur each billing cycle, the payment may only be established for the minimum amount due or your full statement balance. By setting up automatic payments to your credit card Account, you understand that your payment may vary each billing cycle depending on your credit card Account activity.

2. Making and Scheduling Payments

By using Digital Banking to make a credit card payment, you authorize us to debit Account or External Account you designate to make the payment from on a one-time or automatic basis for each billing cycle. The amount of the debit will depend upon the payment preference you have selected online. You may select the date that your debit will occur, which may be the payment due date of your billing statement. In the event your payment due date falls on a non-business day, your account will be debited on the next business day.

If you chose to set up automatic payments, we may reduce the amount of your payment when any unscheduled payments or debits have been made after the closing date shown on your billing statement and prior to the next scheduled payment date of your automatic payment. We will not debit your designated account in an amount that would cause your credit card Account to have a credit balance. Any future dated payments cannot exceed your new balance. You must ensure that there are sufficient funds in the Account or External Account you designate to make the payment from on the scheduled payment date. If you have insufficient funds or any electronic payment is returned unpaid for any reason, you may be charged fees based on the terms and conditions of your credit card cardholder agreement.

H. TOTAL LOOK

1. Description of Service

Total Look is a personal financial information management service that lets you retrieve, view, organize and maintain Account Information stored from various websites.

2. Your Accounts Linked Through Total Look

When you register for Total Look, you represent that (i) you are the sole legal and/or beneficial owner of each account that you request to be linked through Total Look and/or (ii) you have the legal authority to include such account(s) in Total Look (including account(s) held in joint ownership or in trust) and to share Account Information with respect to such account(s). If you are the beneficial owner of an account to be linked through Total Look, you consent to the trustee or other fiduciary sharing all Account Information which you are eligible to receive with us.

3. Providing Information

After registering for Total Look, you will provide us information about the accounts you wish to include in Total Look. Total Look periodically obtains your Account Information from us and third-party websites based on the information you have previously provided to us. The Bank and the Vendor that provides Total Look do not have access to the username and passwords you use on other third-party websites. You must provide us with the username, passwords or other Security Credentials that you use with third party websites in order to use Total Look.

4. Third Party Information, Content, Products and Services

We provide Account Information available through Total Look for your eligible checking, savings, money market, certificates of deposit, Individual Retirement, Health Savings, mortgage, line of credit, or other loan Accounts that you

have with us. Third parties provide all Account Information available through Total Look for non-BMO accounts. We are not responsible for Account Information, products or services provided by third parties, whether at their websites or viewed through Total Look. You understand that we do not pre-screen content that is available through Total Look. We have the right, but not the obligation, to refuse, edit, move or remove any content that is available through Total Look, in our sole discretion.

5. Not Investment Advice

The information and content provided through Total Look is for information purposes only. It should not be construed as an offer by us to sell, a solicitation by us to buy, or our recommendation for any security or other investment. You acknowledge that you must perform your own evaluation of any investment based on your investment objectives, financial resources, and risk tolerance. We have no duty or obligation to use third party information provided through Total Look for the purpose of determining the prudence or suitability of any security transactions between you and us or any of our Affiliates or the investment policies or asset allocation for any investment management or fiduciary services that we or any of our Affiliates provide to you. We have no duty or obligation to use such information to update investment prudence or suitability information that we may have on file for you.

6. Brokerage Products

Brokerage products and services are NOT FDIC INSURED, NOT GUARANTEED BY ANY BANK, and MAY LOSE VALUE. Access to affiliated and other brokerage sites are subject to the terms and conditions or agreements with the specific entity. Information displayed through Total Look is not consistent with the requirements of U.S. securities regulations and is not a substitute for confirmations and statements required by SEC, FINRA and MSRB rules.

7. Third-Party Accounts

When you use Total Look to access a third party website you have designated, you grant us and our Vendors, as your true and lawful attorney-in-fact, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party websites, retrieve Account Information, and use your information, for the limited purpose of accessing your accounts and operating Total Look, with full power and authority to do what is required in connection with those activities, to the full extent that you could do in person.

You represent that you are a legal owner of or otherwise are legally authorized on the accounts at third party websites which you include in Total Look and that you have the authority to (i) designate the Bank as your agent, (ii) use Total Look and (iii) give us your passwords, usernames, and all other information you provide. YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM A THIRD-PARTY WEBSITE, WE ACT AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. We have no responsibility for transactions and inquiries that you initiate at any third-party website. You agree to comply with the terms and conditions of non-BMO accounts that you include in Total Look. You agree to direct any disputes or questions about any transaction on any third-party website to the account provider. The owners and operators of third-party websites are entitled to rely on the authorizations, agency and power of attorney that you have provided above. The balances that we display on Total Look reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current.

Alert Notifications include both Security Alerts that we may send automatically and Account Notifications that you can sign up to receive for eligible Accounts. You cannot opt out of receiving Security Alerts. Examples of Security Alerts include notice of: (i) a password change for Digital Banking, (ii) Paperless Statement availability, (iii) Internal Transfer failures, (iv) potentially fraudulent activity and (v) verification requests. You will receive Account Notifications only if you set up alerts in Digital Banking. Examples of Account Notifications that you can elect to receive include notice of: (i) successful Internal Transfers, (ii) loan Account payments due and (iii) Account balances below thresholds you set.

You agree that we are not responsible for your failure to timely receive Alert Notifications due to Circumstances Beyond Our Control. We cannot guarantee the delivery or accuracy of Alert Notifications. You agree that we are not liable for any

delays, delivery failures, and deliveries of misdirected Alert Notifications or errors in the content of Alert Notifications. We are not liable for any actions you or any third party take or fail to take in reliance on an Alert Notification.

You understand and agree that we will send you unencrypted Alert Notifications. The Alert Notifications may include your name and Account Information, including, for example, balance, Biller names, or transaction amounts. We reserve the right to terminate Alert Notifications at any time without prior notice to you.

For more information about Security Alerts and Account Notifications, including, among other things, what Accounts are eligible, your delivery options and how to set up Account Notifications, please see the Frequently Asked Questions found at: www.bmo.com/en-us/main/personal/digital-banking/faqs/.

I. CARD MONITOR AND ALERTS

1. Card Monitor for Credit, Debit or ATM Cards

Card Monitor allows you to: (i) control the use of your debit or ATM card from your Eligible Mobile Device in real-time and (ii) receive instant notifications on your Eligible Mobile Device when your credit, debit or ATM card is used in certain ways. You can set various Debit Card Controls to, among other things, activate or deactivate your debit or ATM card or restrict card usage to specific merchant types, transaction types, geographic regions and dollar amount thresholds. You can also sign up for Card Alerts to receive notifications when your credit, debit or ATM card is used: (i) by merchant type or transaction type, (ii) above a threshold amount that you set or (iii) for international purchases. For credit card Accounts, you may also choose to receive Card Alerts via email, and notify you of Account balance or payment activity.

2. Terms Specific to Card Alerts

You understand and agree that:

- a. Card Alerts may not be sent on a "real time" basis, but instead may be sent at the next scheduled delivery time after the specified transaction event occurs;
- b. We reserve the right to change the delivery methods available, frequency or timing of Card Alerts at any time, without prior notice to the extent allowed by law;
- c. Card Alerts are not intended to replace your account statements or any other Communications we may provide to you regarding your Account;
- d. If you elect to receive Card Alerts through Mobile Banking, you must safeguard your Eligible Mobile Device and not hold us responsible if a third-party views or hears any Card Alert we initiate;
- e. Card Alerts are provided as a convenience for you and we have no obligation to initiate any particular Card Alert, even if you have expressly requested one;
- f. We have no responsibility to you for not sending a Card Alert you have requested or for sending such request in an untimely manner;
- g. You will not receive our Card Alerts sent to your Eligible Mobile Device if the device is turned off, the Mobile App is deleted from your Eligible Mobile Device, or your Eligible Mobile Device is otherwise incapable of receiving Card Alerts; and
- h. We are not responsible for any failures on the part of your telecommunications or Internet provider to properly enable your receipt of Card Alerts.

3. Terms Specific to Debit Card Controls

You understand and agree that: 1) Debit Card Controls are not intended to replace your Account statements or any other Communications regarding your Account; 2) Debit Card Controls do not eliminate your duty to examine Account statements; 3) Debit Card Controls do not eliminate your responsibility for any transaction that you, or someone that you have provided your debit or ATM card information to, authorize; 4) the procedures for handling Unauthorized Transactions, and your liability for such Unauthorized Transactions, are set forth in your deposit Account Agreement; and 5) the only Debit Card Control that will block preauthorized Recurring Payments is the "Auto-Pay" Control. None of the other available Debit Card Controls apply to Recurring Payments. If you elect to disable your debit or ATM card for use as a Debit Card

Control, all card transactions except for Recurring Payments will be blocked until you re-enable your card in Mobile Banking. Debit Card Controls may only be set up and managed through Mobile Banking.

4. Additional Terms

You may not be able to enroll in Card Monitor if your Account is not in good standing. We make no promise to you that enrollment in Card Monitor will reduce the chance of fraud or misuse of your Account. Card Monitor is subject to any limits that we may periodically set, including limits on the number of Card Alerts we may send, types of Debit Card Controls you may enable, or limits upon cardholders who may enroll as well limits on Card Monitor functionality. We do not control merchant type or transaction type categories, which are defined by the payment processing network. We may suspend or terminate Card Monitor at any time. Not all Card Monitor features may be available for all cardholders or Accounts.

Our Card Alerts and Debit Card Controls are largely based on transaction information passed to us by payment networks and merchants. We generally do not verify the accuracy of this information. If such information is inaccurate, not consistent with an aspect of the transaction or not received by us in a timely manner, it may cause us to improperly send or not send a Card Alert or apply or not apply a Debit Card Control. For example, if you set a Debit Card Control to limit the use of your debit card to merchants in Illinois, we may permit your card to be used at a merchant in California if the transaction information for some reason reflects an Illinois address for the merchant. We have no responsibility to you when we send or do not send a Card Alert or apply or do not apply a Debit Card Control based on our reliance on transaction information provided to us (or provided to us late) by a merchant or card network.

Since Card Alerts and Debit Card Controls may be triggered by transactions (*e.g.*, a suspicious overseas purchase), we may initiate Card Alerts very late at night or very early in the morning. Account Information sent to you through Card Alerts or Debit Card Controls may not reflect transactions that we have not fully processed or posted and may be delayed due to systems or service outages, technology failures or system capacity limitations.

5. Frequently Asked Questions about Card Monitor

For additional information about the Card Monitor Service, please see the Frequently Asked Questions found at www.bmo.com/en-us/main/personal/digital-banking/faqs/. Among other things, this includes helpful information on how to enroll or un-enroll a credit, debit or ATM card in Card Monitor, the types of Debit Card Controls and Card Alerts currently available and how to set them up.

J. PAPERLESS STATEMENTS

You may elect to suppress paper Account statements and receive periodic Account statements in electronic form only by selecting "Paperless Statements" for eligible Accounts through your Digital Banking preferences. In such case, we will make your periodic Account statements for each selected Account available through Digital Banking and you will no longer receive paper statements in the mail.

We may advise you that Paperless Statements are available to review by: (i) sending you information by email; (ii) displaying a notice on your Eligible Mobile Device; or (iii) sending you a Secure Message. You may withdraw your consent to suppress paper Account statements and receive Paperless Statements only by calling us at the Contact Number or by changing your preferences within Digital Banking. Changing your statement preferences may result in a fee or change in fee for some Accounts. Please refer to your Account Agreement and/or applicable product disclosure for additional information.

IV. UNAUTHORIZED TRANSACTIONS

A. FOR PERSONAL ACCOUNTS

1. Consumer Liability for Unauthorized Transactions

If you have a Personal deposit Account the procedures for handling Unauthorized Transactions, and your liability for such transactions, are set forth in Sections 5 and 7.M of your Account Agreement. You may also be eligible for the Digital Banking Guarantee if your Unauthorized Transaction meets the terms and conditions for eligibility provided in Section IV.A.3 below.

The Services may allow you to access one or more loan Accounts with BMO. With line of credit Accounts, you may be liable for the unauthorized use of your loan Account. Please refer to your loan Account Agreement for further information.

Please call our Contact Number AT ONCE if you believe your Security Credentials have been lost or stolen. Telephoning is the best way to minimize your losses.

2. Resolving Errors or Problems

- a. If you think your deposit Account statement is wrong or if you need more information about a transfer listed on the statement, contact us by any of the methods listed in Section V.A.2 (Contacting Us; Customer Service) as soon as you can.
- b. If you think there is an error on your loan Account statement, please refer to your Account Agreement for the procedures to notify us.
- c. Please note that if you do not notify us in writing and in accordance with the procedures set forth in your Account Agreement, we may not be required to investigate any potential errors or provide provisional credit to your Account.

3. Digital Banking Guarantee

If you have a Personal Account, you are entitled to certain protections under federal law, described in your Account Agreement.

The Bank provides Personal Account Owners with certain additional protections beyond the requirements of federal law that apply to your Digital Banking transactions. We will pay you the full amount of an Unauthorized Transaction that occurs through Digital Banking, subject to the limitations provided below (the "Digital Banking Guarantee"). The Digital Banking Guarantee does not apply to an Unauthorized Transaction if:

- a. You have not notified us within two (2) Business Days of (i) discovering an Unauthorized Transaction from your Personal Account, (ii) losing your Security Credentials, or (iii) believing that an unauthorized person has access to your Security Credentials;
- b. You provided your Security Credentials to another person or allowed another person to access Digital Banking; or
- c. You failed to keep your Security Credentials, your computer, Eligible Mobile Device or computing session/internet access secure.

For purposes of this Section the term "secure" includes, but is not limited to, (i) maintaining appropriate passwords and other security measures for personal computers, Eligible Mobile Devices and Internet access and (ii) storing Security Credentials, personal computers or Eligible Mobile Devices in a protected manner so as to prevent access by unauthorized persons.

B. FOR BUSINESS ACCOUNTS

1. Acknowledgment of Commercially Reasonable Security Procedures

When you use the Services for Business Accounts, you agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You consent to all actions that we take when we receive any instruction that uses your Security Credentials.

2. Unauthorized Transactions — Limitation of Liability for Business Accounts

WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION WHERE YOUR SECURITY CREDENTIALS ARE USED IN THE TRANSACTION AND THE TRANSACTION OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. We are entitled to rely on the genuineness

and authenticity of all instructions that we receive when accompanied by required Security Credentials, and to act on such instructions.

If we fail or delay in making a transaction, pursuant to your instructions, or if we make a transaction in an erroneous amount which is less than the amount in your instructions, unless otherwise required by law, our liability is limited to interest on the amount which we failed to timely make, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transaction, but in no event will we be liable to both parties, and our interest payment to either party will fully discharge any obligation to the other.

If we make a transaction in an amount that exceeds the amount in your instructions, or if we permit an Unauthorized Transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest from the date of the Unauthorized Transaction to the date of the refund, but in no event to exceed thirty (30) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, interest will be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

3. Resolving Errors and Concerns

If you have any questions about the Services or your Business Accounts, contact us by any of the methods listed in Section V.A.2 below (Contacting Us; Customer Service). If you have questions about electronic transaction or payments or if you think that your statement is wrong or you need more information about a transaction listed on the statement, contact us immediately by telephone, electronically or in writing as specified above. **We must hear from you no later than thirty (30) days after we provided or otherwise made available to you the first statement on which the problem or error appeared.** Failure to timely notify us will preclude you from being able to assert a claim. Any errors reported will be investigated by us and we will advise you of the results of our investigation.

V. OTHER TERMS AND CONDITIONS

A. CHANGES TO YOUR CONTACT INFORMATION; CONTACTING US; CUSTOMER SERVICE

1. Changes to your Contact Information

It is your sole responsibility to provide current and accurate contact information (including your name, address, phone number, and email address) to us. You must promptly provide updated your contact information to us if it changes. If your internet service provider alerts us that the email address that you provided to us is invalid, we reserve the right to stop sending Alert Notifications and other notices to that email address. We will, however, continue to send you certain notifications through Secure Messaging.

2. Contacting Us; Customer Service

You may send a message through Secure Messaging to contact us about inquiries, maintenance or other issues. E-mail may not be a secure method of communication; therefore, we recommend you do not contact us by e-mail. There may be times when you need to speak with someone immediately (especially, to report possible fraudulent activity or lost or stolen Security Credentials). In those cases, please contact us twenty-four (24) hours a day, seven (7) days a week, except for select holidays, by calling our Contact Number. For other non-urgent issues, you may also write to us at BMO, P.O. Box 94019, Palatine, IL 60094-4019.

B. CUSTOMER COMMUNICATION

You agree that we may contact you at any email address, telephone number (including wireless, landline and VOIP numbers), and address that you give to us or that we obtain from a third party, the Services, your Accounts or any other agreement or transaction you may now have or may in the future establish or conduct with us. If we receive information of a change in your address from the U.S. Postal Service or other source in the business of providing address information, we may change your address in our records to that new address. By providing us with any wireless, cellular or mobile phone number or email address, you authorize us and our Vendors to contact you about your Accounts or the Services using any of the following methods: (i) text messaging systems, (ii) automatic telephone dialing systems, or (iii) artificial or prerecorded voice message systems.

You agree that we may send messages to you through your wireless provider and that your wireless provider is acting as your agent when sending and receiving messages. You acknowledge that anyone who can access your messages may hear the voice messages we leave you or read the text messages we send you, and you agree that we will have no liability if anyone accesses such messages. You expressly authorize us to monitor and record your calls with us. You represent to us that you are the owner and/or primary user of any telephone number or email address you provide to us, and agree that you will notify us if this is no longer true.

For Zelle[®] and Other Payment Services, you consent to the receipt of emails or text messages from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle[®] Payment Services or related transfers between Network Financial Institutions and you.

C. THIRD-PARTY CONTENT

We may provide access to third-party software, tools or content ("Third-Party Content") via Digital Banking. By using Third-Party Content, you agree to be bound by any terms or conditions associated with such content and, if needed, you are responsible for obtaining a separate license agreement with the provider of the Third-Party Content.

You understand and agree that Third-Party Content is provided to you "as is" and "as available." You assume all risk of unauthorized access to your Accounts or information and you and the Third-Party Content provider are responsible for the security and confidentiality of that information.

Except where prohibited by state law, you further agree that we are not liable for the accuracy, completeness, availability or timeliness of the information, services, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Content.

D. PROHIBITED USES OF THE SERVICES

You agree that you are solely responsible for complying with all applicable laws, statutes, ordinances, and regulations in all of your activities, including your use of the External Transfers, Zelle[®] and Other Payment Services and Bill Pay services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Vendors have the right but not the obligation, to monitor and remove communications with content that we find in our sole discretion to be objectionable in any way.

The following types of payments are prohibited ("Prohibited Payments") through External Transfers, Zelle[®] and Other Payment Services, and Bill Pay, and we have the right, but not the obligation, to monitor for, block, cancel, and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Payments that violate any law, statute, ordinance or regulation,
- c. Payments that violate the terms of this Agreement,

- d. Payments that impose an unreasonable or disproportionately large load on our infrastructure,
- e. Tax payments, court ordered payments (including court-ordered amounts of alimony or child support), fines, payments to loan sharks or for gambling debts or payments otherwise prohibited by law,
- f. Transactions that would result in payments to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or
- g. Payments that would violate (or cause BMO to violate) any economic sanctions laws or regulations of the United States, including those issued by the Office of Foreign Asset Control of the U.S. Department of the Treasury, Executive Order of the President, or a directive of the U.S. Department of Treasury.

Except as required by applicable law, in no event are we or our Vendors liable for claims or damages resulting from your scheduling of Prohibited Payments. We have no obligation to research or resolve any claim resulting from a Prohibited Payment. Research and resolution for misapplied, mis-posted or misdirected Prohibited Payments is your sole responsibility. We encourage you to provide notice to us by the methods described in Section V.A.2 (Contacting Us; Customer Service) above of any violations of this Agreement generally.

E. EQUIPMENT AND SOFTWARE REQUIREMENTS

You will need a computer and internet browser that meets our current minimum requirements to use Digital Banking. These requirements can be found at <https://www.bmo.com/en-us/main/personal/ways-to-bank/security-center/>. You must obtain, install, maintain, and operate all software and hardware or other necessary equipment to access and use the Services, including for example, an Internet service provider, current Internet browsers, the best commercially available encryption, anti-virus and Internet security software ("Systems"). We will not be responsible for any failure or errors resulting from the malfunction of your equipment. You are responsible for any and all Internet service provider fees and any associated communication service provider charges. You agree that we can make periodic changes to our equipment and software requirements that do not materially change your ability to access or retain federally required disclosures.

F. LIMITATIONS ON OUR LIABILITY

1. Access

In the event of a system failure or interruption, your data may be lost or destroyed. You are responsible for verifying the accuracy and completeness of any transaction affected by system failure or interruption and you assume the risk of loss of your data. We are not liable for failure to provide access or for interruptions in access to the Services due to a system failure or due to Circumstances Beyond Our Control.

2. Your Systems Including Computer Equipment and Software.

You understand that there are risks when you use open networks such as the internet including security, corruption, transmission error and access availability. You expressly assume these risks even if we or our service provider provides internet access to you. We are not responsible for any error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems including your Internet service provider. You agree that we are not liable to you even if we provide you with personal financial management or other software, or any equipment you may use (including your telecommunications facilities or computer hardware) to access or communicate with us. We will make a commercially reasonable effort to ensure our website is compatible with all operating systems, web browsers and assistive technology, extensions and hardware but cannot guarantee and are not responsible for functionality with such tools.

3. Aggregation Services

If you choose to share your Security Credentials and/or Account Information with an Aggregator or other third party, you acknowledge and agree that (i) we are not responsible for helping the Aggregator or third-party in any way and are not responsible for the information retrieved by the Aggregator or third-party; (ii) we are not responsible for any losses that may result from your sharing your Security Credentials, using the Aggregation Service; (iii) you are responsible to review

the security and privacy standards of the Aggregator or third-party and to determine what your liability will be in connection with the Aggregation Service; (iv) you will change your Security Credentials immediately when you end the Aggregation Service; and (v) we have the right to prevent Aggregators or third-parties from accessing your Accounts.

4. General Limitations on Liability

WE, INCLUDING OUR AFFILIATES, AGENTS, AND VENDORS ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, SOFTWARE AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE OR APP SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES (WHETHER OR NOT SUPPLIED BY US, OUR AFFILIATES, AGENTS OR SERVICE PROVIDERS) OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CIRCUMSTANCES BEYOND OUR CONTROL.

5. No Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT OR UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT THE SERVICES AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM DEFECTS OR VIRUSES OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS OR (V) ANY ERRORS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICES.

G. TERMINATION OF THE SERVICES

We can suspend or terminate this Agreement, or limit, suspend or terminate your access to the Website and/or the Services at any time without notice to you for any reason. Our suspension or any termination of your access to the Services will not affect any obligations or liability you have under this Agreement.

In addition to terminating, suspending, or limiting your access to or use of the Website, if we have reason to believe that you have breached your obligations under this Agreement, we may (i) notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; (ii) refuse to provide our services to you in the future; and/or (iii) take legal action against you. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

You may terminate your access to Digital Banking or certain Services (such as the Zelle[®] and Other Payment Services, Bill Pay, External Transfers, and Total Look) at any time by contacting us as set forth in Section V.A.2 (Contacting Us; Customer Service) below. You must re-enroll in Digital Banking and the terminated Services to restore your access. If you terminate your Digital Banking access or access to the applicable Service, all unprocessed Internal Transfers and External Transfers will be cancelled and all Scheduled Payments through the Bill Pay Service for all Accounts will be cancelled. You will need to make other arrangements to transfer funds and make these payments.

If you close an Account, you will still have access to certain Services. If your Account with BMO is terminated, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that your license to the Software provided under this Agreement shall end, and (d) that we shall not be liable to you or any third party for termination of access to the Services.

H. RECORDS

You agree that records that we keep in the regular course of business accurately reflect your instructions to us. You agree that our records are binding and conclusive unless we have made an indisputable error. We generally update Digital Banking information on a regular basis. However, since Digital Banking information is subject to adjustment and correction, you should not rely upon it in taking or not taking any action. Account information provided to you as part of Digital Banking is not the official record of your Account or its activity.

I. INDEMNIFICATION

You acknowledge and agree that you are responsible for your conduct while using Digital Banking. You agree to indemnify, defend and hold harmless our Vendors and us and the respective officers, directors, employees and agents of our Vendors and us, from and against claims, losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees that we or they may incur in connection with or related to: (i) your access to or use of the Services, (ii) the use of the Services by anyone using your Security Credentials or the Security Credentials we assign to someone else at your direction; (iii) your provision of a telephone or mobile number, email address, or other delivery location that is not your own; your violation of applicable federal, state or local law, regulation or ordinance; your violation of this Agreement; or (iv) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone. The preceding indemnity does not extend to claims, losses, damages, liabilities, costs or expense to the extent they are caused solely by the gross negligence or willful misconduct of us or our Vendors. Your obligations under this Section V.H survive termination of this Agreement.

J. PRIVACY AND CONFIDENTIALITY

It is our general policy to treat your Account Information as confidential. However, we will disclose information to third parties about your Account or the transactions you make in the following situations either pursuant to our Privacy Notice, Digital Privacy Policy and in the following circumstances:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional Services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency;
- e. To a collection agency;
- f. In order to comply with a governmental agency request or inquiry or court orders; or,
- g. If you give us your written permission.

For Personal Account customers, we provided our Privacy Notice to you when you opened your Account. We also provide our Privacy Notice to you annually, to the extent required by applicable law. Please review our Privacy Notice and Digital Privacy Policy carefully.

You understand and agree that BMO is not responsible for the use of your personal and financial information by third parties, if any, that you authorize to have access to Total Look or your personal and financial information. Our Privacy Notice and Digital Privacy Policy does not apply to third party sites from which you aggregate Account Information through Total Look. You should read the privacy policies of all the companies from which you will instruct us to aggregate Account Information. After we obtain Account Information from third party sites, that Account Information is subject to our Privacy Notice and Digital Privacy Policy.

Subject to the foregoing, you are licensing to the Bank any information, data, passwords, materials, or other information you provide through or to the Bank and the Services. We may modify, display, distribute, and create new material using such information but only to provide the Services to you. By submitting information through the Services, you automatically agree or promise that you are the owner of such information or you have the right to provide us with this information for a legitimate purpose.

K. OWNERSHIP OF WEBSITE

The content, information and offers on our Website are copyrighted by or used by license by BMO and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. You agree that we and our Affiliates and/or third parties, as applicable, retain all ownership and proprietary rights associated content, technology, mobile applications and websites. You acknowledge and agree that all trademarks and service marks displayed on the Website belong to us or an Affiliate, except third party trademarks and service marks, which are the property of their respective owners.

You are only permitted to use the content as displayed on the Website as expressly authorized by us. We grant you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use the Services. You agree not to use the Services for any other purpose, including commercial purposes such as co-branding, linking or reselling, without our prior written consent. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you may not reverse engineer or reverse compile any of our technology, including, any technology associated with Digital Banking or the Services.

Our websites and apps are located in the United States, may be owned, hosted or controlled by us, our Affiliates or a third party selected by us, and may also be used for other internet services offered by us or any of our Affiliates. We make no representation or warranty that our Website, Mobile App or the Services are available or appropriate for use in countries other than the United States and Canada. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use the Services or view the Website or Mobile App.

L. WEBSITE LINKS

The Website may contain links to third party websites. You are subject to the posted terms (including any privacy policy) of any third-party sites when you access them. We are not responsible for, nor do we control, the content, products, or services provided by linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each third-party website may provide less security than we do and have a privacy policy different than ours. You should review each third-party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

M. USER CONDUCT

In addition to the prohibitions described in Section V.C. above, you agree that you will not use the Services or any content delivered to you as part of your use of the Services in any way that would: (1) infringe any third party copyright, trademark, trade secret, patent, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (2) interfere with or disrupt computer networks connected to the Software; (3) interfere with or disrupt the use of the Services by any other user; or (4) use the Services in such a way as to gain unauthorized entry or access to the computer systems of others.

N. FEES AND SERVICE CHARGES

We do not currently charge any fees or service charges for your use of the Services other than for Expedited Payments. We reserve the right to charge additional fees or service charges in the future for your use of the Services. Please review

your Account Agreement for information regarding any other fees or charges related to your Account. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

O. TRANSACTION LIMITATIONS

Transactions under the Services provided through Digital Banking such as Internal Transfers, External Transfers, Bill Pay, the Zelle® and Other Payment Services are subject to any transaction limitations that apply to your Account as provided in your Account Agreement. You may be charged a fee if you exceed the transaction limitations on your Account.

This Agreement is governed by and construed in accordance with federal law and the laws of Illinois, without regard to Illinois conflict of law provisions. The Accounts accessed using Digital Banking are governed by the law set forth in the applicable Account Agreement. You consent to the jurisdiction of the state and federal courts of Illinois and agree that any legal action or proceeding with respect to this Agreement will be commenced in such courts.

P. ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement to any directly or indirectly affiliated company, as well as to any party as a result of merger, consolidation, amalgamation or other similar transaction or series of transactions. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors and other third parties.

Q. NO WAIVER

You agree that we have not waived any of our rights or remedies under this Agreement unless we sign a written waiver. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

R. ENFORCEABILITY

The provisions in the Agreement constitute the entire Agreement between you and us concerning the subject matter hereof. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

VI. BMO DIGITAL BANKING MOBILE APP

A. OVERVIEW

This Section contains additional terms and conditions that apply if you use Mobile Banking. If there is a conflict between the terms and conditions of this Section VI and Section II through IV, related to BMO Digital Banking Mobile App, this Section VI controls.

B. EQUIPMENT REQUIREMENTS AND MOBILE ACCESS

You may access Mobile Banking through an Eligible Mobile Device using an internet browser or the Mobile App. The same Security Credentials that allow you access Online Banking apply to Mobile Banking.

If you wish to use certain Services on your Eligible Mobile Device (including Mobile Deposit, Zelle[®] and Other Payment Services, and BMO Total Look), you must install the Software and any and all updates. Currently, only certain mobile devices with may be used with the Software.

Devices modified contrary to the manufacturer's software or hardware guidelines, such as disabling **hardware** or software controls, sometimes referred to as "jailbreaking" or "rooting", are not Eligible Mobile Devices. You acknowledge that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of your Mobile Banking access.

We do not warrant that the Services will be compatible with your Eligible Mobile Device. Your use of the Services may be subject to the terms of your agreements with your Eligible Mobile Device manufacturer and your wireless carrier. You acknowledge that we may condition your continued use of the Software on your acceptance of upgrades of the Software. While your personal settings and preferences may be retained, these may be lost during an upgrade. You should verify your personal settings and preferences after each upgrade.

Not all of the functionality of the Website is available when you use an Eligible Mobile Device. Mobile Banking and certain other Digital Banking functionality may vary based on the type of Eligible Mobile Device you use and its operating system version. The Services available through your Eligible Mobile Device may use different terminology and appear in different formats when viewed through your Eligible Mobile Device. You may be required to follow different instructions to access the Services through your Eligible Mobile Device. We do not support the Mobile App for all Eligible Mobile Devices.

C. RESTRICTION ON USL

Use of the Services while operating a motorized vehicle is expressly prohibited.

D. WIRELESS CARRIER CHARGES

You are responsible for any data and messaging fees or other charges that your wireless carrier may charge for any data or message services used in connection with your use of the Services, including any charges assessed for text messages sent to or received from us. You represent and warrant that you are authorized to approve any applicable charges that may arise from your use of the Services. Your wireless provider's data and messaging rates apply to Internet access, including messaging rates that apply to text message usage. You are solely responsible for the content transmitted through any text messages that you send to us.

We do not charge you to access your Account Information using the Services; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. All such charges are billed by and payable to your wireless provider.

Your wireless provider may impose limitations on your Internet access and text messages that are outside of our control. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

E. MOBILE BANKING SECURITY CREDENTIALS

We may allow you to access certain Services through your Eligible Mobile Device using additional Security Credentials created exclusively for Mobile Banking. For example, we may allow you to log in to Mobile Banking by using a Mobile Banking passcode or an existing biometric identifier.

If you register to use a biometric identifier on your Eligible Mobile Device to log in to Mobile Banking, such as Touch ID[®] or Face ID[®], you agree and understand that anyone else whose biometric identifier can be used on your Eligible Mobile Device will have access to your Mobile Banking Services. You may not register to access Mobile Banking in this manner

if there are other persons whose biometric identifiers can be used to access your Eligible Mobile Device. Doing so would grant authority to such other person to access your Account(s) and Account Information and perform transactions through Mobile Banking which is not permitted under the terms of this Agreement. You are liable for any transactions performed by any such person.

F. MOBILE BANKING LIMITATIONS

Processing of payment and transfer instructions may take longer using Mobile Banking than it would using Online Banking. We are not liable for any delays or failures in your receipt of any text messages or your ability to access any Service using Mobile Banking. Internet access and messaging are subject to effective transmission from your network provider and processing by your Eligible Mobile Device, as well as delays and interruptions in the Internet. Mobile Banking is provided by us on an "AS IS", "AS AVAILABLE" basis.

G. OWNERSHIP ELIGIBLE MOBILE DEVICE

You represent and warrant that you are the owner or authorized user of the Eligible Mobile Device you use in connection with the Services.

H. INFORMATION SECURITY

You understand that we may send you unencrypted messages that may contain personal or confidential information about you. This could include your mobile phone number, your wireless provider's name, Account Information and activity, and the status of your Accounts and other information that you or we may provide. Your wireless provider or other entities may also collect data related to your use of the Services. Please review their privacy policy to understand more about their practices. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. For Personal Accounts, we will only use the information you provide to us through your use of the Services in a manner which is consistent with our Privacy Notice and Digital Privacy Policy.

Subject to applicable law, we reserve the right at all times to disclose any information you provide using the Services as reasonably necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.

When you complete forms online or otherwise provide us with information in connection with the Services, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your Account Information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent in connection with the Services.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes. For additional details on how to protect your account, please visit www.bmo.com/us/security/

You agree to take every precaution to ensure the safety, security, and integrity of your Accounts and transactions when using Mobile Banking. You agree not to leave your Eligible Mobile Device unattended while logged into Mobile Banking and to log off immediately upon the completion of each session. If your Eligible Mobile Device is lost, stolen, or used without your authorization, you agree to make the appropriate or necessary changes to disable the use of the Eligible Mobile Device including contacting your wireless telecommunications provider to make the change. You understand that there are risks associated with using a mobile device, and that in the event of theft, loss, or unauthorized use, your confidential information could be compromised. You accept those risks.

I. PROPRIETARY SERVICES

The Services, as well as the content and materials you may receive or access through your use of the Services, are proprietary to us and our Vendors. You agree not to damage, impair, interfere with, or disrupt our Online Banking or Mobile Banking services or their functionality, including in connection with your use of the Services.

J. AREA OF USE

You agree that you are responsible for securing access to wireless and/or telecommunications networks if you are using Mobile Banking outside the United States. You are responsible for all associated fees and charges.

K. RELATIONSHIP TO OTHER BANKING PRODUCTS

Mobile Banking is provided for your convenience only. Mobile Banking does not replace your periodic account statement which you must timely review as set forth in your Account Agreement(s). Your periodic account statement is the official record of your Account.

Mobile Banking services, including Payment Instructions, Internal Transfers, External Transfers, Bill Payments, Zelle[®] and Other Payment Services payments and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your Eligible Mobile Device, your Internet service provider, wireless provider or other parties, or due to other Circumstances Beyond Our Control. We are not liable for any such delays, interruptions, or negative impacts to Mobile Banking. In such cases, you agree that neither we nor our service providers are liable for any errors or delays in the content or for any actions that you or others take in reliance on them. If any such problem occurs with your use of Mobile Banking, you are responsible for any fees and charges, such as fees for late payments or insufficient funds, except as otherwise provided in your Account Agreement.

1. Description of Service

Mobile Deposit allows you to deposit paper checks from your Eligible Mobile Device.

2. Eligibility

You must meet our eligibility requirements in order to use the Mobile Deposit. These eligibility requirements include being an Owner of an eligible deposit Account for more than five (5) calendar days. We may change the eligibility requirements from time to time in our sole discretion.

3. Eligible Items

Paper checks are the only Items eligible for Mobile Deposit. You agree that you will not use Mobile Deposit to deposit any of the following Items:

- a. Checks that have already been presented to, or paid by, another person, company or depository institution;
- b. Checks payable to any person or entity other than you;
- c. Checks drawn on a financial institution located outside the United States;
- d. Checks containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or
- e. Items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your applicable deposit Account and related Account Agreement.

Checks jointly payable to you and another person are eligible for Mobile Deposit only if the other payee is a joint Owner on the Account into which you are depositing the Item.

4. Item Image Quality

The image of an Item transmitted using Mobile Deposit must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established

and updated by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System and any other applicable regulatory agency.

5. Endorsement of Items

You must endorse all Items before submitting them using Mobile Deposit.

6. Standard Processing Time and Availability of Funds

If we receive the image of an Item for deposit on or before 8:00 p.m. Central Time (CT) on a Business Day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 8:00 p.m. CT or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. For Items deposited into checking and money market checking Accounts, the first \$500 of each deposit will be available for overnight processing on the day of deposit or will be available for cash withdrawal one (1) Business Day after the day of deposit. Any amount in excess of \$500 will be available two (2) Business Days after the day of deposit. For Items deposited into savings and money market savings Accounts, all funds will be available two (2) Business Days after the day of deposit. Fund availability may be delayed for Accounts opened less than 30 days or if we suspect that a deposit may be fraudulent.

Certain Items deposited through Mobile Deposit may be eligible for immediate availability, including cash withdrawal for a service fee. Eligible Items will be identified at the time of Mobile Deposit, where the applicable fee will also be disclosed. You will always have the option to deposit your Item in accordance with our Standard Processing Time at no additional charge.

7. Disposal of Transmitted Items

You agree to safeguard and keep the original Item for fifteen (15) Business Days after you have deposited it. After you verify that the funds were credited to your Account, you agree to mark the Item as "VOID" and properly dispose of it to prevent it from being deposited again. You may be liable to us for the amount of the Item if you fail to follow these procedures and you or any third party cashes or re-deposits the Item.

8. Restrictions and Limitations on Items

You agree that: (1) you will not redeposit or otherwise transfer or negotiate an Item after you have submitted that Item for deposit using Mobile Deposit; and (2) you will not deposit Items into your Account unless you have authority to do so.

9. Storage of Check and Electronic Image

After you submit an Item for deposit, you are solely responsible for destroying the original Item. The electronic image of the Item will become the legal representation of the Item for all purposes. Any image we receive of the Item accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

10. Errors

You agree to immediately notify us of any suspected errors related to your deposit made using Mobile Deposit and no later than forty (40) days after the applicable Account statement is provided, or as otherwise specified in your Account Agreement. For Personal Accounts, the period in which you must notify us may be longer as set forth in the "Substitute Checks and Your Rights as a Consumer" Section of your deposit Account Agreement.

11. Frequently Asked Questions about Mobile Deposit

You can learn more about Mobile Deposit by reviewing the Frequently Asked Questions found at: <https://www.bmo.com/en-us/main/personal/digital-banking/faqs/>. Among other things, this link includes helpful information about our current eligibility requirements.

L. SOFTWARE PROVISIONS

1. License

You agree that your use of the Software provided to you by us and our Vendors to facilitate your use of Mobile Banking will be limited solely to access and use of the Services. We and our Vendors, as applicable, grant you a limited, personal, non-exclusive, revocable, non-transferable license, without the right to sublicense, to install the Software on your Eligible Mobile Device for your personal use. The Service includes our website and our Vendor's website (if applicable) and any Software thereto provided to you. You are entitled to download updates to the Services, subject to any additional terms made known to you at that time when these updates are available. If you obtain a different Eligible Mobile Device, you may be required to download and install the Software to that different device under the same terms set forth in this Agreement. You agree to delete all such Software from your Eligible Mobile Device promptly if the license rights granted to you are terminated for any reason.

2. Restrictions

You shall not:

- a. Modify, revise or create any derivative works of the Software;
- b. Decompile, reverse engineer or otherwise attempt to derive the source code for the Software;
- c. Redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software;
- d. Remove or alter any proprietary notices, legends, symbols or labels in the App Software, such as any trademark, logo or copyright;
- e. Work around any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, except to the extent that such restriction is expressly prohibited by law;
- f. Perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by other users, or impose an unreasonable or disproportionately large load on our infrastructure; or
- g. Otherwise use the Services except as expressly allowed under this Agreement.

3. Disclaimer of Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

4. Limitations of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS OR ANY OF OURS OR THEIR CONTRACTORS OR PROVIDERS OR ANY OF OURS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF US, OUR LICENSORS OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

5. U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

6. Enforceability

The provisions in this Section VI.0 constitute the entire agreement between you and us concerning the subject matter hereof. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Apple is a trademark of Apple Inc., registered in the U.S. and/or other countries.

Android is a trademark of Google Inc.

BMO Private Bank is a brand name used in the United States by BMO Bank N.A.

iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

Touch ID® and Face ID® are trademarks of Apple Inc.

Zelle® and the Zelle® related marks used herein are wholly owned by Early Warning Services, LLC and are used herein under license.