



**IMPORTANT:**

You may withdraw this Consent to receive electronic communications by changing your account preferences in BMO Digital Banking or calling 888-340-2265. However, your enrollment in BMO Digital Banking requires that you agree to accept electronic communications. We must terminate your access if you withdraw your consent.

**DIGITAL BANKING E-SIGN CONSENT AND DISCLOSURE**

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This Consent to Receive Electronic Communications and E-Sign Disclosure (“**Consent**”) applies to each of the following:

- (i) all Communications, including agreements and notices, for each Account offered or accessible through BMO Digital Banking (“Digital Banking”) that are not otherwise covered by a separate electronic disclosure and consent;
- (ii) each Account that you applied for online using bmo.com as applicable; and

- (iii) the Digital Banking Agreement (as amended from time to time, the “**Agreement**”) and the services provided under the Agreement (the “**Services**”), as applicable.

**1. Definitions**

“**Account**” means each eligible BMO account that you open through our Website or online applications or 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 credits, and other loan accounts that you have with us.

“**Authorized User**” means a person or entity designated by an Account Owner, court or government agency as having authority to view and/or transact on an Account on behalf of the Owner.

“**Combined Statement**” means a single statement showing multiple Accounts that you have with us that may include both deposit and loan Accounts at your election.

“**Communications**” means any information related to your Account(s), the Account opening or application process, and/or the Services, including any information we are required by law to provide you in writing.

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

**“Paperless Statements”** means periodic statements, along with the information we provide with periodic statements, provided to you electronically for your Account(s). Paperless Statements are Communications.

**“We”, “our”** and **“us”** mean BMO Bank N.A., or the Affiliate that establishes any 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/](http://www.bmo.com/en-us/).

**“You”** and **“your”** means (i) the individual(s) or business entity that owns the Account or is applying for an Account online, and is enrolling in Digital Banking or (ii) any Authorized User of an Account.

## 2. How We Provide Electronic Communications

We may provide Communications electronically by: (i) sending you information by email; (ii) displaying it on a Website; (iii) displaying it on your mobile device; and/or (iv) asking you to print or download information and retain it for your records.

By providing your consent, you agree we may provide Communications to you electronically and not in paper form. This Consent applies to all of the following (each a Communication):

- All legal and regulatory disclosures and Communications associated with your Account(s) or Services available through Digital Banking for your Account(s). This includes legally required notification of changes to terms and conditions related to your Account(s) or the Services, including any payment features;
- Notices and responses regarding any dispute you may raise under the Truth-in-Lending Act or the Electronic Funds Transfer Act;
- Tax-related information, including year-end tax notices; • Paperless Statements; and
- Privacy policies or notices.

Your consent also permits us to obtain your signature electronically in connection with your Account(s). Note that we may continue to provide some account information using paper even after you agree to this Consent.

**This Consent does not automatically enroll you in Paperless Statements.** You must separately confirm that you would like to stop receiving paper Account statements in your Digital Banking preferences.

## 3. Communications in Writing

You agree that this Consent and all Communications provided by us to you in electronic format are provided to you “in writing.” You should print or download for your records, a copy of this Consent, any applicable Account agreements and all other Communications that are important to you.

## 4. Requirements to Receive Electronic Communications

In order to access, view and retain the Communications, you must have the following hardware and software:

- a computer and an up-to-date Internet browser that meets our current minimum requirements as set forth from time to time at <https://www.bmo.com/US/security>
- local, electronic storage capacity to retain the Communications and/or printer to print them;
- a valid email account and software to access it;
- an up-to-date device or devices (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet; and
- software that enables you to view files in the Portable Document Format (“PDF”).

## 5. How to Withdraw Consent

You may withdraw your consent to receive electronic Communications at any time by calling 888-340-2265 or by changing your Communications preferences within Digital Banking. If you receive a Combined Statement and withdraw your consent to receive electronic Communications, you agree to change your delivery preference for each Account included on the Combined Statement. Withdrawal of consent for Paperless

Statements may result in a fee or change in fee for some Accounts. Please refer to your Account agreement and/or product disclosure for additional information.

**Note that continued enrollment in Digital Banking requires that you agree to receive electronic Communications.** If you prefer to receive paper communications, you have the right to withdraw your consent, however we will terminate your Digital Banking access.

If you do not provide a valid email address, or your previously valid email address becomes invalid, we may determine at our option that you have withdrawn your consent to receive electronic Communications. Your withdrawal of consent will be effective after we have a reasonable amount of time to process it.

### **6. Updating Your Email Address**

It is your responsibility to provide us with a true, accurate and complete email address and to maintain and update promptly any changes to it. You can update your email address within Digital Banking or by contacting us at 888-340-2265.

You agree that if we send an email to you regarding any Communication to the email address you have provided us and the email is undeliverable, we will have delivered the Communication to you. We have no obligation to send a duplicate paper copy of any Communication to you in the event your email is undeliverable.

### **7. Requesting Paper Copies**

We will not generally send a paper copy of any electronic Communication unless you request it. You can obtain a paper of any electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that you request it within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us at 888-340-2265. You may also request a copy of Paperless Statements by logging in to Digital Banking and selecting “Service Requests” then “Request Documents” and following the instructions to get a paper copy of the statement you wish to receive.

We may charge you a fee for the delivery of paper copies of electronic Communications you request as provided in your Account agreement or the product disclosure for your Account.

### **8. Information Security and Delays**

You understand that electronic Communications may contain confidential information. We are not responsible for unauthorized access by third parties to electronic Communications, or any damages, including direct, indirect, special, incidental or consequential damages caused by unauthorized access. We are not responsible for delays in the transmission of any electronic Communications, or for any computer viruses or related problems. If you do not receive an expected Communication, it is your responsibility to login to Digital Banking and check for your Account statement and other important Communications.

### **9. E-Sign Act**

You acknowledge and agree you are providing your consent to electronic Communications in connection with a transaction affecting interstate commerce, and that your consent is subject to the federal Electronic Signatures in Global and National Commerce (the “E-Sign Act”). We and you intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

### **10. Consent Amends Other Agreements**

The terms and conditions of this Consent are in addition to and part of the terms and conditions of all other terms and conditions governing your Account(s), as well as the agreements pertaining to the Services, and constitute an amendment of those other agreements as their provisions relate to our delivery of Communications to you.

### **11. Changes/Termination**

We reserve the right, in our sole discretion, to discontinue provision of electronic Communications. We will provide you notice of any such termination or change as required by law.

### **12. Governing Law**

This Agreement is governed by Illinois law, as well as federal regulations.

**13. Your Acceptance of this Consent** By clicking "I Accept" below, you agree:

- (i) you have read this Consent, and agree to be bound by its terms;
- (ii) You have read the Agreement, and the applicable Account agreements, and agree to be bound by their terms;
- (iii) you agree to receive this Consent, the Agreement and all other Communications, including Account opening agreements if applicable, in electronic form;
- (iv) if you receive a Combined Statement you agree that you have the authority to select electronic delivery as the delivery preference for each Account Owner of each Account included on the Combined Statement;
- (v) you intend to affix your electronic signature to this Consent and all other applicable agreements;
- (vi) your device(s) satisfies the hardware and software requirement provided in the Consent; and
- (vii) you can access this PDF.