



IMPORTANT:

You may withdraw this Consent to receive Paperless Statements by changing account preferences in BMO Digital Banking or calling 888-340-2265.

PAPERLESS STATEMENTS E-SIGN CONSENT AND DISCLOSURE

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This Paperless Statements E-Sign Consent and Disclosure (“**Consent**”) applies to each Account for which you select a delivery preference of "Paperless Statements" in BMO Digital Banking (“Digital Banking”).

1. Definitions

“**Account**” means each 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 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 process, and/or the Services, including 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 for your Account(s) in electronic form through BMO Digital Banking. Paperless Statements are Communications.

“**Secure Message**” or “**Secure Messaging**” means communicating with us through our secure messaging system within Digital Banking. You can access Secure Messages stored in your inbox in Digital Banking for 65 days unless you delete them sooner.

“**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.

“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 Paperless Statements

If you elect to “Go Paperless” and receive Paperless Statements through Digital Banking, we will make statements for your eligible Accounts 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 mobile device; or (iii) sending you a Secure Message.

By providing your consent, you agree we may provide Paperless Statements to you electronically and not in paper form. This Consent applies to Paperless Statements, including any legal or regulatory notices or Communications about your Account included on any Paperless Statement. Such Communications may include notices or disclosures about a change in terms for your Account or associated payment feature or privacy policies and notices.

Note that we may continue to provide some Account information using paper even after you agree to this Consent.

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, your Paperless Statements and all other Communications that are important to you.

4. Requirements to Receive Paperless Communications

In order to access, view and retain the Paperless Statements, 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 Paperless Statements 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 Paperless Statements at any time by calling 888-340-2265 or by changing your preferences within Digital Banking. If you receive a Combined Statement and withdraw your consent to receive Paperless Statements, 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.

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 Paperless Statements. 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 send a paper copy of any Paperless Statement unless you request it. You can obtain a paper copy of any Paperless Statement 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 Paperless Statement to you. To request a paper copy, contact us at 888-340-2265 or login to Digital Banking and go to the "Service requests" menu and select "Request documents" and then follow the instructions to select the statement that you wish to receive in paper form.

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

8. Information Security and Delays

You understand that Paperless Statements may contain confidential information. We are not responsible for unauthorized access by third parties to Paperless Statements, 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 Paperless Statements, or for any computer viruses or related problems. If you do not receive an expected Paperless Statement, 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 Paperless Statements to you.

11. Changes/Termination

We reserve the right, in our sole discretion, to discontinue provision of electronic Communications, including Paperless Statements. 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 agree to receive this Consent, Paperless Statements and any other related disclosures and notices, in electronic form;
- (iii) 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;
- (iv) you intend to affix your electronic signature to this Consent;
- (v) your device(s) satisfies the hardware and software requirement provided in the Consent; and
- (vi) you can access this PDF