

BMO Prepaid Travel Mastercard®

CARDHOLDER AGREEMENT

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Your BMO Mastercard cardholder agreement

In this agreement, *you* and *your* mean the primary cardholder and any additional cardholders. *We*, *our* and *us* mean Bank of Montreal. Some words in this agreement have special meanings, which we have explained in Section 1 of this agreement.

Please read this agreement carefully and keep it to refer to later. It replaces any other agreements we may have sent to you. You won't be bound by this agreement if you return your card to us, as long as you haven't activated the account. When you applied for your BMO Mastercard, you agreed to the terms of this agreement as follows:

1. About some of the words in this agreement

Here are the definitions of some of the words in this agreement:

- *account* means a BMO Prepaid Travel Mastercard account established in the name of the primary cardholder
- *additional cardholder* means each person to whom we have issued a card on the primary cardholder's account, at the primary cardholder's request
- *additional card* means a card we have issued to an additional cardholder
- *card* means a BMO Mastercard card we issue and any renewals or replacements of it that we issue
- *card carrier* means the form that your card is attached to when you receive it
- *cash withdrawal* means an advance of money from us or another financial institution that is charged to the account.
- *cash-like transactions* mean transactions involving the purchase of items directly convertible into cash including wire transfers, money orders, travellers cheques, gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips and lottery tickets).
- *purchase exchange rate* means the rate we pay to Mastercard International Inc. on the date the transaction is posted to the account plus the markup percentage shown on the card carrier or in any notice we may send you
- *refund exchange rate* means the rate we pay to Mastercard International Inc. on the date the refund is posted to the account, minus the markup percentage shown on the card carrier or in any notice we may send you
- *primary cardholder* means the person who applied for a card and in whose name we opened an account
- *purchase* means an advance of money from us charged to the account that equals the amount you paid for goods or services by using your card
- *transaction* means any purchase, cash withdrawal, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the account.

2. Ownership of the card

Your card belongs to us and you can't transfer it to anyone else. You are the only person permitted to use your card.

3. Using your card

Your card is a prepaid Mastercard, which means that the account must have a credit balance before you can use your card. You can give the account a credit balance by loading funds into the account.

Your card is not a credit card. We will only honour transactions up to the credit balance in the account. Funds you load into the account do not earn interest and are not an insured deposit under the *Canada Deposit Insurance Corporation Act*.

The minimum amount you can load into the account is CDN\$100. The maximum amount you can load into the account is CDN\$10,000. The maximum credit balance on the account, including any additional cards, is CDN\$10,000.

You can use your card to make a purchase wherever Mastercard is accepted. You can make a purchase or cash withdrawal by using your card or in any other way we allow. You authorize us to charge the amount of any purchases or cash withdrawals you make to the account.

You must not use your card to get a cash withdrawal from a merchant. If you make a purchase or get a cash withdrawal by providing your card number without presenting your card, we'll treat the transaction the same as if you had used your card and signed a purchase or cash withdrawal slip. You must not use your card to make pre-authorized recurring payments. A merchant may refuse to accept a "split payment" where you pay for part of a purchase with the card and the remainder with another form of payment. We are not liable if a merchant cannot process a transaction.

You must sign your card as soon as you receive it. You must not use your card before it is activated or after the expiry date shown on your card.

4. Other card benefits and services

The terms and conditions applicable to your card are contained in this agreement. If any extra benefits or services are added to your card, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any card benefit or service at any time without telling you in advance.

You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

5. Account balance

The balance of the account will be equal to the funds loaded into the account, less the total of all purchases, cash withdrawals, fees and any other amounts that may be charged to the account under this agreement. The account balance will decrease each time you use your card for a transaction. We will also deduct the amount of any applicable fees (as set out in the card carrier) each time you use your card.

You must not go over the account balance. If you try to make a transaction that exceeds the account balance:

- you agree that this means you're asking us to allow you to go over the account balance, and
- we may or may not allow you to go over the account balance.

If we allow you to go over the account balance, the primary cardholder is liable for and must immediately repay the amount that is more than the account balance, regardless of how it was incurred, plus any applicable fees. We may charge the amount that is more than the account balance and applicable fees against any funds that you load to the account or against any other account in your name at Bank of Montreal. If you go over the account balance and don't repay the amount that is more than the account balance and any applicable fees within 30 days, you agree that we may share information about you and your use of the card with consumer reporting agencies.

6. Your responsibility for lost, stolen or misused cards

You must take reasonable care to safeguard your card and PIN against loss, theft or misuse. To safeguard your PIN:

- You must not voluntarily disclose your PIN.
- You must keep your PIN separate from your card.
- You must not choose a PIN selected from your name, date of birth, telephone numbers, address or social insurance number.

You must notify us by telephone within 24 hours if you learn of the loss, theft or misuse of your card, or if you know or suspect that someone else knows your PIN.

You must not allow any person other than a cardholder to use a card or the account. If this happens, you will be liable for all resulting transactions and any fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the card or account.

Unauthorized use and liability

- If someone uses your card without your authorization, you are not liable if:
 - you did not contribute to the unauthorized use
 - you used reasonable care to safeguard your card and PIN, and
 - you notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your card or cheques, or after you suspected that someone else knows your PIN.
- If you don't meet the criteria above, you will be liable for all charges incurred in connection with the unauthorized use.
- You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

7. Fees we charge

We will charge the account with the applicable fees shown on the card carrier or in any notice we provide you.

8. Foreign currency transactions

If you have a Canadian dollar Mastercard, we convert transactions made in a foreign currency to Canadian dollars. We make the conversion at our purchase exchange rate in effect on the day the transaction is posted to your account. The purchase exchange rate may not be the same as the rate that was in effect on the transaction date.

If you have a Canadian dollar Mastercard and a foreign currency transaction is refunded to the account, we convert the transaction to Canadian dollars.

We make the conversion at the refund exchange rate on the date the refund is posted to the account. The refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between the purchase exchange rate and the refund exchange rate means that the amount credited to the account for a refund of a foreign currency transaction will in most cases be less than the original amount charged to the account for the transaction.

9. If you have a problem with a merchant

We are not responsible for any problem you have with a merchant or if a merchant does not accept your card. Even if you have a problem with a merchant, you are still responsible for the transaction. You must settle any problems you may have directly with the merchant.

10. When you receive a refund from a merchant

If a merchant gives you a refund and we receive a credit note from the merchant:

- we will credit the refund to the account on the day we receive it, and
- the amount of the refund won't be available to you until we credit it to the account.

11. Transaction information

You can see the account activity online at the BMO Online Banking site.

You can also get information about your transactions by calling the North American Customer Contact Centre, or any other method we may offer. We will not send you paper account statements unless you ask us for them and pay the applicable fee.

You must tell us in writing, no later than 30 days after the date of the transaction, of any mistakes or missing information you may have with respect to a transaction. If you don't tell us, you agree that our records of your transactions are correct, except for any amount we applied incorrectly to the account which we may reverse at any time.

12. About Mastercard international emergency service

If you lose your card or it's stolen and we give you an emergency replacement card or an emergency advance of money, the advance of money is the same as a cash withdrawal and any transactions you make with the emergency replacement card are the same as transactions you make using your card. We may not be able to give you an emergency replacement card or an emergency advance of money. Some merchants may not honour your emergency replacement card, and some card benefits and services may not be available with your emergency replacement card.

13. Card expiry and refund of account balance

Your card is valid for three years from the day you open the account. We will not automatically reissue your card. In order to renew your card, you must contact us prior to the expiry date. You may renew your card by calling the North American Customer Contact Center at 1-800-263-2263.

If your card expires, the account will be closed and you will not be able to renew your card. When your card expires, you can purchase another card by calling our North American Customer Contact Centre.

If a balance remains on the account when your card expires, we will refund the balance of the account to the primary cardholder on request, less any applicable fees.

14. Cancellation of your card

We may do any of the following without telling you in advance:

- cancel any card on the account
- cancel your rights and privileges related to your card
- require you to immediately return all your cards to us
- close the account

If we cancel your card, withdraw your rights and privileges, or close your account:

- we may seize your cards
- you may not use your card or the account
- you must destroy your card
- you must immediately repay any amount that is more than the account balance and any applicable fees. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the amount that is more than the account balance and any applicable fees.
- you must pay the legal fees and expenses we incur to recover amounts you owe us
- we will refund the balance of the account as outlined in section 13, to the primary cardholder.

The primary cardholder may cancel their card and any additional cards at any time by contacting us (see Section 18). If the primary cardholder cancels their card, all additional cards associated with the account will be closed at once.

15. Changes to this agreement

We can change this agreement or anything disclosed on the card carrier by:

- putting a notice on bmo.com/prepaidmastercard
- putting a message on our automatic telephone system, which you can hear when you call the North American Customer Contact Centre
- telling you in writing.

Any changes we post on our website or our telephone system will apply 30 days after we post the notice. Using your card after we post the notice means that you agree to the changes.

16. Assigning this agreement

We can assign this agreement or any of its terms to a third party at any time.

17. About your personal information

Personal information is information that identifies you as an individual. It includes not only your name and address, age and gender, but also your personal financial records, identification numbers, including your social insurance number (SIN), personal references and employment records.

Why does the bank ask you for your personal information?

There are some purposes for using your personal information which are self-evident, such as asking for information concerning your credit history to help determine your creditworthiness if you are applying for a loan or mortgage.

Self-evident purposes should be clear, but if you have any questions, just ask us. In addition to those purposes which are self-evident, we ask you for your personal information for the following purposes:

- to verify your identity and protect against fraud
- to understand your financial service requirements
- to determine the suitability of products and services for you
- to determine your eligibility for certain of our products and services, or those of others, and offer them to you
- to set up and manage products and services you have requested, and
- to comply with laws and securities regulations.

Sharing your personal information

Your personal information is shared to the extent permitted by law, within BMO Financial Group (that is, BMO and its subsidiaries and affiliates) which provide deposit, loan, investment, securities, brokerage, insurance, trust and other products and services. With this more comprehensive understanding, we are better able to meet your needs as they grow and change.

Your choices

If you would prefer not to receive our direct marketing service and/or not have your personal information shared with a member of BMO Financial Group, you can have your name deleted from our direct marketing and/or shared information lists. All you have to do is ask us. Please note that you cannot opt out of sharing your personal information where you have requested a product or service which is jointly offered by us and another member of BMO Financial Group.

If you would prefer not to have us use your SIN for administrative purposes, just ask us. This option does not apply where we are required to use your SIN for income tax reporting purposes. For complete details on our commitment to privacy, please refer to our privacy code, available at any BMO Bank of Montreal branch or online at bmo.com/privacy.

We may obtain any credit or other financially-related information about you from:

- you
- your employer
- any credit bureau
- any person who has or may have financial dealings with you
- any references you have provided to us.

We may disclose this information about you to:

- any credit bureau
- any person who has or may have financial dealings with you.

We may monitor and record telephone calls between you and us for quality assurance purposes and for our mutual protection.

18. How to contact us, complaint resolution and FCAC

How to contact us

North American Customer Contact Centre

1-800-263-2263

8:00 am - 11:00 pm (local time), 7 days a week

(TTY) TeleTypewriter for the deaf or hard of hearing: 1-866-859-2089

Lost or stolen cards and emergency travel 7/24 help line:

1-800-361-3361 (Toll free Canada & U.S.)

514-877-0330 (International call collect)

Complaint resolution

Four steps toward resolution:

1. Talk to North American Customer Contact Centre staff. If your complaint is not resolved, please involve the supervisor.

Call: 1-800-263-2263

TTY: 1-866-859-2089

2. If your complaint is unresolved after following Step 1, you may contact:

Office of the Senior Vice President, North American Customer Contact Centre

BMO Bank of Montreal

P.O. Box 3400, RPO Streetsville

Mississauga, ON L5M 0S9

Call: 1-800-372-5111

Fax: 1-866-868-1827

3. If your complaint is still unresolved after following Step 1 and 2, you may escalate to BMO Financial Group's Ombudsman for further review of your complaint.

BMO Financial Group Ombudsman

1 First Canadian Place

P.O. Box 150

Toronto, ON M5X 1H3

Call: 1-800-371-2541

Fax: 1-800-766-8029

Email: bmo.ombudsman@bmo.com

4. If your complaint has been reviewed by BMO's Ombudsman and you are not satisfied with the recommendation on your complaint, you have 180 days after receiving this recommendation to contact the Ombudsman for Banking Services and Investments (OBSI).

Ombudsman for Banking Services and Investments

401 Bay Street, Suite 1505

P.O. Box 5

Toronto, ON M5H 2Y4

Call: 1-888-451-4519

Fax: 1-888-422-2865

Email: ombudsman@obsi.ca

www.obsi.ca

Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees and interest rates. If you have a complaint about a potential violation of a consumer protection law, you may contact the FCAC in writing at:

Financial Consumer Agency of Canada
6th Floor, Enterprise Building
427 Laurier Avenue West,
Ottawa, Ontario K1R 1B9

Call (English): 1-866-461-FCAC (3222)
(Français): 1-866-461-ACFC (2232)
Fax: 1-866-814-2224

www.fcac-acfc.gc.ca

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