



## CashBack Terms and Conditions Commercial Card

---

### (I) Definitions

1. Capitalized words used in the terms and conditions of the Program are defined as follows:

**"Affiliate"** means an entity which is related to the Customer in one of the following ways: the entity is the parent of the Customer, the entity is a subsidiary of the Customer, or the entity and the Customer are each subsidiaries of the same parent;

**"Agreement"** means the Commercial Card Agreement between the Customer and BMO or BMO Harris, as such agreement may be amended and restated from time to time;

**"BMO"** means Bank of Montreal;

**"BMO Harris"** means BMO Harris Bank;

**"BMO Rewards Program"** means the CashBack Commercial Card reward program described in these terms and conditions;

**"BMO Reward Rate"** means the rate at which Rewards are earned under the BMO Rewards Program, and is subject to change from time to time without advance notice;

**"Card"** means a BMO CashBack Commercial MasterCard credit card issued by BMO or a BMO Harris Commercial Mastercard in connection with the Customer Account;

**"Cardholder"** means an employee of, or a contractor providing services to, the Customer or Affiliate to whom a Card is issued;

**"Cash Advance"** means each of the following: (a) an advance of cash obtained through the use of a Card from BMO or another financial institution accepting the Card; and (b) any purchase of Quasi-Cash items;

**"Charges"** means all charges posted to the Customer Account including all Transactions, fees and service charges;

**"Customer"** means the entity that entered into the Agreement;

**"Customer Account"** means the corporate Mastercard account established by BMO or BMO Harris for the Customer;

**"Customer Account Statement"** means a monthly statement showing the outstanding balance of the Customer Account as of a Monthly Billing Date;

**"Good Standing"** means that there are no past due balances on the Customer Account, all fees have been paid, and there is no breach of one or more of the following: (a) the Agreement; and (b) the terms and conditions of the BMO Rewards Program;

**"Monthly Billing Date"** means the approximate day in each month on which BMO or BMO Harris prepares the Statements;

“**Open**” means the Customer Account has not been suspended or closed;

“**Program Administrator**” means an individual appointed by the Customer to act on behalf of the Customer in connection with the operation and administration of the Customer Account;

“**Purchase**” means the use of a Card to charge to the Customer Account the price of goods or services obtained from a Vendor;

“**Quasi-Cash**” means the following: money orders, gaming chips and other payment devices;

“**Reward**” means a CashBack reward earned by the Customer in accordance with these terms and conditions;

“**Transaction**” means any use of a Card which results in a charge to the Customer Account including Purchases and Cash Advances, whether or not the Card was presented to a Vendor (such as in the case of an internet, mail or telephone order purchase) or the Cardholder's signature was obtained or by use of a personal identification number; and

“**Vendor**” means a merchant or supplier.

**(II) Participation in the BMO Rewards Program**

2. Only the BMO CashBack Commercial Mastercard or the BMO Harris Commercial Mastercard are eligible to participate in the BMO Rewards Program.
3. The Customer Account must be Open and in Good Standing in order to earn CashBack.

**(III) CashBack Rewards**

4. An Open Customer Account in Good Standing will earn Rewards at the BMO Reward Rate, which is currently one percent (1%) of eligible Charges charged to that Customer Account. Rewards are rounded down to the nearest whole cent (fractions of a Reward will not be awarded).
5. Rewards will not be earned in respect of any eligible Charges during any period that the Customer Account is not in Good Standing or has been removed or suspended from the BMO Rewards Program.
6. Rewards are issued and calculated as follows:
  - (a) On a monthly basis, eligible Charges charged to the Customer Account will earn Rewards in accordance with section 4.
  - (b) The total Rewards earned over the calendar year are issued as a credit to the Customer Account on the January Customer Account Statement, specified in section 4.
  - (c) If the Agreement is terminated for any reason prior to the Rewards being issued on the January Customer Account Statement, the Rewards are forfeited.
  - (d) The following Charges are not eligible to earn Rewards:
    - (i) Cash Advances;

- (ii) Payments and fees;
  - (iii) Transactions coded by the merchant with Merchant Category Code ("MCC") 4900 - Utilities - Electric, Gas, Heating Oil, Sanitary, and Water for the BMO Harris Commercial Mastercard only. Merchants determine which MCCs to use when you make a purchase from them. BMO does not control the transaction codes available to merchants or how a merchant processes transactions.
  - (iv) Other debits which, in accordance with BMO's practice from time to time, are not treated as Charges that qualify for the issuance of Rewards; and
  - (v) Any eligible Charges that are refunded. In this event, the following terms apply:
    - 1. The Rewards that were earned in respect of any such refunded amount will be deducted from earned Rewards for Charges shown on the corresponding Customer Account Statement; and
    - 2. If refunds shown on a Customer Account Statement are not fully offset by new eligible Charges shown on that Customer Account Statement, the difference will be deducted when calculating earned Rewards in the future.
7. BMO or BMO Harris reserve the right in its sole discretion to do each of the following:
- (a) cancel or reverse any Rewards not properly issued;
  - (b) refuse to issue Rewards or withdraw Rewards already issued if the Customer is in breach of the Agreement;
  - (c) in the event that the Customer ceases to be in Good Standing, then each of the following apply:
    - (i) BMO or BMO Harris may refuse to issue Rewards on a Customer Account Statement; and
    - (ii) BMO or BMO Harris may deem any earned Rewards to be forfeited if the Customer Account is cancelled or terminated.
8. Records maintained by or on behalf of BMO of the amount of Rewards awarded are conclusive, except for manifest error.

**(IV) General Terms**

9. BMO or BMO Harris is not responsible for any tax liability that may arise through the issuance or redemption of Rewards.
10. BMO or BMO Harris reserve the right to do each of the following:
- (a) Change any of the terms or conditions of the BMO Rewards Program without prior notice;
  - (b) Change the BMO Reward Rate without prior notice;

- (c) Revoke a Customer’s participation in the BMO Rewards Program at any time; and
- (d) Terminate the BMO Rewards Program upon 6 months’ notice at any time.