We're here to help.

Bill Payment Service Schedule

This is a Schedule to the Treasury Services Master Agreement (the "**Master Agreement**"). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. Bill Payment Service

1.1. BMO will:

- Accept bill payments on the Client's behalf ("Payment(s)") from its clients ("Payor(s)") through BMO's telephone and online banking services, automated banking machines and such other channels as BMO may offer from time to time (the "Bill Payment Service");
- Remit funds for Payments to the Client, provided sufficient funds or credit are available to the Payors; and
- Deliver information relating to Payments to the Client in accordance with the provisions of any User Documentation.

2. Timing of Receipt of Bill Payments

2.1. For the purpose of the Client's assessment of penalties against Payors, such as interest charges and late fees, Payments received from Payors will be considered to have been paid to the Client on the date BMO received payment from the Payor in accordance with the User Documentation, notwithstanding the date on which the Client actually receives funds from BMO.

3. Charge Back

3.1. If, for any reason, any Payment is credited by BMO to the Client in error, BMO will be entitled to charge back or deduct any such amount from any amounts to be remitted to the Client or from any account of the Client.

4. Payor Information

4.1. It is the Client's sole responsibility to inform Payors of any changes to any information necessary to facilitate Payments which may occur as a result of changes to the Client's internal processes or organizational structure, including without limitation, changes to the billing account numbers assigned by the Client to Payors.

4.2. The Client or the Client's agent may periodically provide BMO with updated information to facilitate Payments including, without limitation, the billing account numbers of Payors who submit Payments. BMO has the discretion to refuse to make such updates.

4.3. BMO will not be responsible for verifying the accuracy of any such information that the Client or the Client's agent provides to BMO, nor will BMO be responsible for any costs or processing problems which arise either directly or indirectly as a result of inaccurate information that the Client or the Client's agent has provided to BMO.

5. Indemnification

5.1. In addition to the indemnification provided in the Master Agreement or in any other agreement between BMO and the Client, the Client will indemnify and save BMO and its Representatives harmless against any and all Claims directly or indirectly incurred by BMO or its Representatives arising directly or indirectly from the Client's breach of Section 2 or by inaccurate information provided to BMO pursuant to Section 4, other than pursuant to BMO's gross negligence or wilful misconduct.

6. Use of BMO's Name

6.1. Statements of account the Client issues may indicate that Payors may pay the account through BMO's Bill Payment Service. BMO's name and the name of BMO's services (set out in the User Documentation) may only be used by the Client in plain text format or as BMO otherwise instructs from time-to-time. No use of any of BMO's trade-marks, logos or designs is authorized or permitted.

7. Use of the Client's Name

7.1. BMO may include and display the Client's name in any advertising and promotional materials or services in which BMO identifies the names of billers for which BMO will receive payments through the Bill Payment Service.

8. Payor Disputes

8.1. The Client will take full responsibility and employ the Client's own resources to address and settle any disputes between the Client and any Payor including, but not limited to, failure to give credit for Payments or the imposition of any additional charges such as late fees or interest penalties.