

Electronic Banking and Services Agreement

This Electronic Banking and Services Agreement (the "Agreement") covers the use of all Bank of Montreal electronic services, including BMO Mobile, the use of your Card, and the use of your Secret ID Code(s) for Electronic Banking Services as described below. It applies to all personal Account customers.

How to Read this Agreement

"You" and "your" means the Account holder(s) named in the application for the Account, and "we," "us" and "our" means Bank of Montreal.

The meanings given to terms defined in this Agreement shall be equally applicable to both the singular and plural forms of such terms, unless the context clearly indicates otherwise.

The term "including" means "including but not limited to", and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

1. Definitions

"Account" means any one or more of the following that we have, at your request, linked for access with your Card: (i) a Bank of Montreal personal chequing account; (ii) a Bank of Montreal personal savings account; (iii) a Bank of Montreal MasterCard®* account; and (iv) a Bank of Montreal personal line of credit.

"Aggregation" means an account aggregation service that retrieves, consolidates, organizes and presents information to you about your accounts with us and with other financial institutions that you choose to have included.

"Assisted-Service" means Debit Transactions or Account history inquiries completed with the assistance of a staff member in a branch or through Electronic Banking Services, or automated bank machine paper bill payments.

"BMO Alert" means a message (including general marketing information as well as messages about one or more of your Accounts which in turn may include your confidential information) that is sent electronically by us to you or by you to us, through one or more of the following channels:

- (i) a message that is posted in the Message Centre;
- (ii) an e-mail message that is sent to an e-mail account;
- (iii) a text message that is sent to a cell phone number; or
- (iv) a notification that is sent to a mobile device.

"BMO Mobile" means the mobile banking service available at Bank of Montreal.

"Card" means:

- (i) Your Bank of Montreal Debit Card or any other Bank of Montreal card with our name or logo which we permit you to use in connection with Electronic Banking Services;
- (ii) your Bank of Montreal MasterCard credit card, if it has been activated to access your Account, and we permit you to use it in connection with Electronic Banking Services;
- (iii) stored value cards when used in connection with your Secret ID Code in order to access your Account; and
- (iv) in each case the numbers associated with any such card, unless otherwise specified.

“Debit Transaction” means a debit transaction on an Account conducted by any means of Account access, including cheques, and all withdrawals of funds, bill payments, debit card purchases, transfers of funds, and pre-authorized bill payments or debits.

“Electronic Banking Services” means any channels used to access an Account which we may enable you to use by means of your Card or Secret ID Code, including:

- (i) Bank of Montreal’s telephone banking services and any other telephone banking service we may make available, which includes instructions given orally or through the use of an interactive voice response system (such as pressing the number buttons on a touch tone telephone);
- (ii) banking services using a personal computer connected via private communications networks or public networks such as the Internet, or via wireless communications networks or similar networks or devices when available;
- (iii) BMO Mobile;
- (iv) BMO Alerts;
- (v) Instabank® machines, or other automated banking machines that we approve for use, including devices for loading stored value cards;
- (vi) point-of-sale or debit card terminals at locations which permit you to use your Card to make direct payment transactions from, to, or in connection with an Account;
- (vii) any account and information aggregation or consolidation services we make available;
- (viii) any other electronic channels which we may enable you to use by means of your Card or Secret ID Code or otherwise.

“Electronic Transaction” means the following:

- (i) transactions with respect to an Account, including deposits, withdrawals, transfers or payments (including bill payments and direct payment and point of sale transactions), cheque stop payment instructions, and other transactions with respect to an Account that we may permit through Electronic Banking Services;
- (ii) applications for investments, mortgages, loans and other types of credit; and
- (iii) other transactions, services or information that we may make available.

“Message Centre” means the web pages referred to as the message centre (or such other similar title) that are accessible through BMO Mobile and Bank of Montreal’s online banking services.

“Non-Secure Alert” means a BMO Alert that is not a Secure Alert and which may be lost, intercepted, reviewed or altered by someone other than you or us, including e-mail or text messages.

“PIN” means personal identification number.

“Secret ID Code” means your PIN, password, challenge questions and responses, or other identification code (whether provided to you by us or selected by you), which is used, together with your Card or alternate mutually agreed upon form of identification.

“Secure Alert” means a BMO Alert that is only accessible on the BMO Mobile web site.

2. Use of Electronic Banking Services

- Your use of Electronic Banking Services will show that you have received, understood and agreed to this Agreement. You will use Electronic Banking Services in accordance with our directions in this Agreement, or as otherwise communicated to you from time to time.
- You authorize us to accept without any further verification, and you agree to be responsible for, all instructions for Electronic Transactions via Electronic Banking Services, when accompanied by your Card or Secret ID Code.
- Except as shown in section 11, "Your Liability", the use of your Card or Secret ID Code by you, or by any person with or without your knowledge or consent, in connection with an Electronic Transaction, binds you legally and makes you responsible as if you had given signed instructions to us.
- We may verify communications, or the source of the communications, before we accept them, but we are not obligated to do so.
- If you use Electronic Banking Services to make bill payments, it is your responsibility to ensure that the billing information (such as biller name and billing account number) you provide to us is accurate and up-to-date at all times. You consent to us exchanging billing information with your billers in order to ensure that your billing information is accurate and up-to-date. We have no obligation to seek updates to your billing information from any billers and we are not liable to you for any loss or claim that may arise as a result of us not having obtained or received your accurate and up-to-date billing information.

3. Timing of Electronic Transactions

- We will process Electronic Transactions made on a weekend or holiday on an Account on the day you make the transaction. We may however require up to five banking days: (i) to process any deposit, including any transfer between Accounts; and (ii) to act on bill payment instructions.
- We may decline or delay acting on an Electronic Transaction for any reason; for example, if the instructions are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we doubt their authenticity or their lawfulness.

4. Fax or Text Instructions

- We may tell you that we are willing to accept faxes (communications transmitted by facsimile) at designated telephone numbers. You authorize us to accept without any further verification, and you agree to be responsible for, signed instructions or signed documents for Electronic Transactions transmitted to us by fax. You agree that what in our sole determination appears as your signature on faxed instructions or a faxed document binds you legally and makes you responsible to the same extent and effect as if you had given original, signed, written instructions or documents to us, whether or not actually signed by you, or whether or not accurately communicated or received. We will tell you what kinds of instructions and documents we will accept by fax. Your use of the fax service will show that you have received, understood and agreed to these provisions.
- We may tell you that we are willing to accept text (SMS) instructions for Electronic Transactions using a mobile device or phone number registered with us specific to this service. You authorize us to accept without further verification, and you agree to be responsible for, instructions for Electronic Transactions transmitted to us by text. We will tell you what kinds of instructions we will accept by text. Your use of the text service will show that you have received, understood and agreed to these provisions.

- In addition to communications by voice and mail, you authorize us to communicate with you through online notices as well as through the following channels at such numbers or addresses as you provide to us: fax, e-mail or text message.
- Faxed instructions are Assisted-Service Debit Transactions, and fees will be assessed accordingly if not covered by your Everyday Banking Plan.

5. Foreign Currency Transactions

- We convert withdrawals and purchases made in a foreign currency to Canadian dollars. We make the conversion at our exchange rate, which is 2.5% over the rate set by MasterCard International Inc. (which operates the Cirrus and Maestro networks available using your Card) on the date the transaction is posted to an Account. The conversion rate may not be the same as the rate that was in effect on the transaction date.

6. BMO Alerts

- You are responsible for ensuring that the e-mail address or cell phone number you provide to us for the purpose of receiving BMO Alerts are accurate and up to date at all times. Any e-mail address or cell phone number provided for the purpose of receiving BMO Alerts is used only for that purpose and does not change the e-mail address, or cell phone number or telephone number that we will use for any other purpose. You agree that we are not liable to you for any loss or claim that may arise as a result of BMO Alerts sent to you, whether Secure Alerts or Non-Secure Alerts. We cannot guarantee the timing of delivery of BMO Alerts due to multiple third party involvement.
- If you register for mobile device notifications, and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for BMO Alerts.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges. If you cancel your cell phone number or change your email address, you are responsible for deleting all BMO Alerts delivered to that cell phone number or email address.
- BMO Alerts may not be available for use outside of Canada.

7. BMO Mobile

- You must be registered for Bank of Montreal's online banking services, and have set up your enhanced sign in security in order to use BMO Mobile.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges.
- BMO Mobile may not be available for use outside of Canada.

8. Aggregation

- (i) In order for us to access your accounts at other financial institutions, you must provide us with your log-in information at those financial institutions, such as your client identification number, user name, access code, password, or authentication challenge questions. It is your responsibility to review your agreements with other financial institutions to determine whether disclosure of your log-in information to other parties that offer account aggregation services is allowed, what the consequences of such disclosure may be and your liability in connection with such disclosure.
- (ii) We and our service providers will store your log-in information in encrypted form.
- (iii) We will retrieve transactional and balance information, but not any other information, from your other financial institutions. You must access the website or online service of the other financial

institutions to view other information such as notices, disclosures or disclaimers.

- (iv) You authorize and direct us to do, on your behalf, everything necessary to provide the aggregation service to you and to retrieve, consolidate, organize and present aggregated information to you, which may include visiting the website of your other financial institutions and providing your log-in information as required to access, retrieve and download your information. You confirm that you have the right to give us this authorization and direction.
- (v) You understand and agree that the information that we retrieve for you from other financial institutions is prepared by them and that we are not responsible for the completeness or accuracy of that information. We and our service providers will not be liable to you for any damages resulting from the use of or the inability to use Aggregation or the inaccuracy or incompleteness of data.
- (vi) You indemnify us and our service providers against any third party claims arising from your use of Aggregation.
- (vii) If you choose to include any foreign currency Accounts in your use of Aggregation, the value of these Accounts will be displayed in Canadian dollars and will be an estimate, for illustration purposes only.

9. Keeping Your Secret ID Codes and Card Number Confidential

- You must keep your Secret ID Code and Card number confidential. They must only be used in connection with services you are certain come from us (or our subsidiaries or authorized service providers), including Bank of Montreal's online and telephone banking services, and our account and information aggregation or consolidation services.
- We do not encourage you to keep written records of your Secret ID Code, but if you need to keep such records, you must keep them separate from your Card at all times. When selecting your own Secret ID Code, avoid use of number combinations that can easily be guessed by someone else, such as your birth date, address, telephone number or other such information that is easily obtainable by third parties.
- When inputting your Secret ID Code into a bank machine, point-of-sale or debit card terminal, telephone or computer, you must take reasonable precautions, such as ensuring that no one is watching you by using your body or hand as a shield in order to conceal your Secret ID Code from the view of others.
- We encourage you to be cautious of web sites, online services, callers or other parties that pretend to be Bank of Montreal (or a subsidiary) that ask for this information or purport to bring together, summarize, aggregate or consolidate your financial data and other information that is currently available to you online, such as the balances and transactions history on your Accounts, credit cards, or trading and investment accounts. We caution you that there are many web sites offering account consolidation or aggregation services that are not related to us and that giving your Secret ID Code or Card number to these web sites may expose you to losses from an Account or theft of your personal information for which we will not be responsible. Only trust our genuine web site or telephone system and operators.

10. Your Reporting Obligations

- You must notify us by telephone within 24 hours of learning of any of the following: (i) the loss, theft or misuse of your Card; (ii) that your Secret ID Code was disclosed to, or obtained by, anyone else or may be known by anyone else; (iii) that unauthorized use of Electronic Banking

Services may be occurring; or (iv) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Banking Services.

11. Your Liability

(i) Authorized Electronic Transactions

You are responsible for the full amount of all authorized activity resulting from the use of your Account or Secret ID Code by any person. Careless handling of your Card, mobile device that you registered with us for Electronic Banking Services, or Secret ID Code can result in serious financial losses.

(ii) Unauthorized Electronic Transactions

Under our 100% Online Banking Guarantee, you will not be liable for any losses from the unauthorized use of your Account or Electronic Banking Services due to circumstances beyond your control. These are situations where you could not have prevented, and did not knowingly contribute to, the unauthorized use of your Account. Such circumstances include any errors we made, technical problems or system malfunctions. You may be liable for all losses from unauthorized use of your Account if you:

- knowingly contributed to its unauthorized use;
- willingly disclosed your Secret ID Code;
- did not keep your Secret ID Code separate from your Card;
- did not comply with your reporting obligations in Section 10 of this Agreement unless there were exceptional circumstances for your failure to do so; or
- shared a mobile device that you registered with us for Electronic Banking Services.
- In those cases, your liability may exceed the funds in an Account, your credit limit or any daily transaction limits. In other words, your liability will not be limited by your Account balance, your credit limit or any daily transaction limits.
- You must cooperate and assist in any investigation that we initiate into the unauthorized use you reported, which is a precondition to being reimbursed for any losses. This cooperation may include filing a report with law enforcement authorities.

(iii) BMO Alerts

- You accept the risk that BMO Alerts may be delayed, lost, intercepted, reviewed or altered by third parties.

(iv) In All Instances

- You will not be liable for losses that occur after you have complied with your reporting obligations in Section 10 of this Agreement.

12. Limitation of Our Liability

- We will not be responsible or liable for any delay, damage, loss or inconvenience you or any other person may incur or experience if, for any reason, any of the following occur:
 - (i) you are unable to access Electronic Banking Services in the event of any malfunction;
 - (ii) if we do not receive your instructions;
 - (iii) if there is any delay in the processing of any Electronic Transaction;
 - (iv) if we decline to act on your instructions; or
 - (v) if any BMO Alert you requested is delayed, inaccurate or is not delivered, or is intercepted, reviewed, altered or deleted by a third party.
- We will not be responsible or liable for the release of any information about you before you notify us in accordance with Section 10 of this

Agreement of the theft or loss of your Card or a mobile device that you registered with us for Electronic Banking Services, or if the confidentiality of your Card number or Secret ID Code is compromised.

- We will not be responsible or liable for any loss or damages you may incur in using any software or assistance from third parties which we may make available to you.

13. We May Charge for Services

- We may charge fees for Electronic Banking Services and Electronic Transactions. You authorize us to debit your Accounts for these fees. Up-to-date information on fees is available at all of our branches and online at www.bmo.com.

14. Return of your Card; Non-Transferability

- Your Card is our property; it is non-transferable, and you agree to return it to us immediately upon our request.

15. We May Set Limits or Change this Agreement

- We may set or change any limits (including dollar amounts) on the use of your Account at any time.
- We may change or end this Agreement or the service terms, or services at any time. You agree to any changes made when notice is given in our branches or in any other manner which we may determine from time to time.

16. Records and Dispute Resolution

- Our records will be conclusive evidence of your communications to us and of your Electronic Transactions. We may tape record your communications with us.
- Any transaction record you receive, or any transaction confirmation number supplied, is meant only to help you with your record keeping. We will be pleased to review our records if you disagree with their accuracy.
- We will not be responsible for the quality of goods or services that you obtained using Electronic Banking Services. You will settle any issues directly with the vendor involved.
- If you have a dispute with a biller concerning bill payments made using Electronic Banking Services, including the imposition of any additional charges such as late fees or interest penalties, you will settle the dispute directly with the biller.

17. Other Agreements and Laws May Apply

- This Agreement does not replace any other agreement relating to your Accounts. In particular, your MasterCard Cardholder Agreement, Line of Credit Agreement, or other credit agreements apply when Electronic Banking Services are used to obtain an advance of money from the related credit account with us.
- When you install, use or travel with any software from other companies we may make available to you in connection with any Electronic Banking Services, it is solely your responsibility to comply with the provisions of any agreements, licenses and other legal or technical documentation provided by such other companies in connection with the software, and with the legal requirements of any relevant jurisdiction. Unless you are a lawful, licensed user of such software, we may be unable to provide you with the Electronic Banking Services that require such software.

18. We May Obtain Personal and Credit Information

- If you apply for a loan, other lending product, or credit (including a credit card) using Electronic Banking Services, you consent to us obtaining, providing or exchanging with:
 - (i) any credit reporting agency;
 - (ii) personal information agent;

- (iii) other credit grantor;
- (iv) your employer; or
- (v) any other reference you provide to us,

such information about you as we may require from time to time, in order to process your application and provide the loan, other lending product, or credit you requested.

19. Code of Practice

- We endorse the Canadian Code of Practice for Consumer Debit Card Services and commit to maintaining or exceeding the level of consumer protection it establishes.