

BMO Harris Bank N.A.

Important Notice and  
Change in Terms for M&I Online and Mobile Customers

Effective as of October 9, 2012

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We are amending your agreements that govern our Online Banking products and services, including bill payment. We are also amending your agreement that governs Mobile Banking, including Text Messaging and Remote Deposit Services (“Mobile Banking”) and the agreement that covers your Online Statements.

Over the Columbus Day holiday weekend (October 5-9, 2012), M&I’s consumer platform for online and mobile banking access will be converted to BMO Harris Online Banking<sup>SM</sup> and BMO Harris Mobile Banking<sup>SM</sup> (the “Conversion”). Customers using Online Banking, Bill Payment services, Mobile Banking and Online Statements will experience significant changes in functionality on the Effective Date.

This Important Notice and Change in Terms (this "Notice") is being provided to customers of BMO Harris Bank N.A. that currently use the M&I consumer platform for online and mobile banking services. This Notice describes changes which amend and replace the terms and conditions set forth in the M&I Service Agreement for Online Banking and any addenda or attachments thereto (the "M&I Online Agreement"); the Mobile Banking, Text Messaging and Remote Deposit Service Enrollment Terms and Conditions (the "M&I Mobile Agreement"); and the M&I Online Banking Online Statement Agreement (the "M&I Online Statement Agreement," and together with the M&I Online Agreement, the M&I Mobile Agreement, the "M&I Agreements") as provided herein.

These changes are effective as of October 9, 2012 (the "Effective Date"). As of the Effective Date:

1. the terms and conditions governing Online Banking are found in the BMO Harris Online Banking<sup>SM</sup> Services Agreement, effective as of October 9, 2012 (the "BHOBSA");
2. the terms and conditions governing Mobile Banking are found in the Mobile Banking, Text Messaging and Remote Deposit Service Enrollment Terms and Conditions, effective as of October 9, 2012 (the "End User Terms");
3. the terms and conditions governing Online Statements are found in the BMO Harris Online Banking<sup>SM</sup> Electronic Communications Delivery Notice and Agreement, effective as of October 9, 2012 (the "Electronic Communications Agreement"); and
4. the terms and conditions governing the electronic delivery of the BHOBSA are found in the BMO Harris Online Banking<sup>SM</sup> Electronic Notice and Consent Agreement (the "e-Sign Consent").

We have only identified new terms and conditions that will apply on the Effective Date. For all of the terms and conditions which will govern your use of Online Banking, Mobile Banking and Online Statements, please refer to the BHOBSA, the End User Terms, the Electronic Communications Agreement and the e-Sign Consent (collectively, the "BMO Harris Online Agreements") or contact a BMO Harris banker. The BMO Harris Online Agreements can be found at either [www.bmoharris.com/legal](http://www.bmoharris.com/legal) or [mibank.com/onlinetransition](http://mibank.com/onlinetransition). **If you continue to use Online Banking, Mobile Banking and Online Statements after the Effective Date, you will be deemed to accept and agree to the applicable changes in this Notice.**

Capitalized terms used in this Notice and not otherwise defined herein are defined in the BHOBSA. Some of the defined terms are new and others have changed.

Please read this Notice and retain it for your files. If you have questions regarding these changes, please contact your BMO Harris banker or call us at 1-888-340-2265.

## **I. CHANGES IN TERMS TO ALL M&I AGREEMENTS**

**a) *Deposit Account Agreement.*** All references to the Rules for Deposit Accounts and Funds Availability Policy in the M&I Agreements are changing to the Deposit Account Agreement for Personal and Business Accounts, effective October 6, 2012, as amended from time to time (the "Deposit Account Agreement"). The Deposit Account Agreement for Personal and Business Accounts, effective October 6, 2012, is set forth in Section 3 of the Welcome Guide to BMO Harris Bank that was mailed to all Harris deposit account holders in September, 2012.

## **II. CHANGES IN ONLINE BANKING FEATURES AND CHANGES IN TERMS TO THE M&I ONLINE AGREEMENT**

### **a) *Online Banking Features and Terms.***

- Eligible Accounts. BMO Harris Online Banking<sup>SM</sup> will be available to access your Eligible Accounts. You will no longer be able to use Online Banking to access trust accounts; however,

there may be additional accounts, such as Business Accounts, that you are able to access through Online Banking after the Conversion. Personal credit card accounts will not be accessible through Online Banking, but may be accessible through either BMO Harris Total Look<sup>SM</sup> or directly through the BMO Harris Credit Card Online Access site. In addition, you will need to use Bill Payment to make BMO Harris credit card payments. You will no longer be able to use Online Banking to view commercial loan accounts. Customers will be able to use Online Banking for Business Accounts, in addition to Personal Accounts.

- GTM Master. Certain customers may also have online banking services under the Global Treasury Management Services Master Agreement and Service Descriptions or your Cash Management Services Master Agreement allowing access to services via the Internet (collectively, the "GTM Master"). Any such services allowing access to services via the Online Banking for Business on the Internet are governed by the GTM Master.
- Online Accounts. When you Enroll in Online Banking, you will have online access to your Eligible Accounts which are reflected on our records as associated with the Social Security Number or Tax Identification Number ("TIN") you provided when you Enrolled in M&I online banking. Not all Services are available for all Accounts or all customers using Online Banking. If you open an additional Account at a later date or if you are added as a signer on an existing Account, you may have online access to your new Account within Online Banking.
- Access to Accounts held at our Affiliates. You may no longer be able to view accounts held at our affiliates through Online Banking. However, these accounts may be accessible through BMO Harris Total Look<sup>SM</sup>.
- Transfers. Transfers may be subject to limitations based on the Deposit Account Agreement and other agreements governing your account. The cut off time for a transfer to be processed same day will be 8:00 pm Central Time ("CT"). Transfers outside of the Bank ("External Transfers") will no longer be available. Transfers can be made on a one time or recurring basis. One time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals, such as, a one hundred dollar (\$100) transfer from a checking to a savings account which occurs every two (2) weeks. At the time you schedule a transfer, we provide you with the cut off times for each transfer and the amount of funds available. All transfers received before the cut off time will be processed on the day the transfer is scheduled. Administrators may limit the daily and per transaction amount for internal transfers for any Account by each Authorized User.
- Alerts. While Online Banking will continue to have Alerts, the functionality of those Alerts will differ from the alerts that were available through M&I online banking. Customers will need to re-set any desired Alerts as a result of the Conversion. You understand Alerts may include personal or confidential information about you such as your name and Account activity or status. Your receipt of each Alert may be delayed or impacted by factors not within our control, such as how often you check your Alerts, and other factors such as those pertaining to your Internet service provider, phone carrier, or other parties. We are not liable for (a) losses or damages arising from any non-delivery, delayed delivery, or misdirected delivery of the Alerts; (b) inaccurate content in the Alerts; or (c) any actions taken or not taken due to an Alert.
- Rewards. Customers will no longer be able to view credit card reward balances through Online Banking, but may be able to view them through either BMO Harris Total Look<sup>SM</sup> or through the BMO Harris Credit Card Online Access site.
- Equipment and Software Requirements. To use Online Banking, you need a computer and a web browser that meets our current minimum requirements, as set forth from time to time at [www.bmoharris.com/security](http://www.bmoharris.com/security). You are responsible for any and all fees imposed by your Internet service provider and any associated communication service provider charges.
- BHOBSA. When you log on to use Services through Online Banking, the BHOBSA will appear as a link on the footer of the Online Banking web pages. The BHOBSA represents our complete

agreement with you relating to our provision of Online Banking. No other statement, oral or written including language contained in our website, unless otherwise expressly noted herein, is part of the BHOBSA.

- Security Credentials. We are authorized and entitled to act on transaction and other instructions received using your Security Credentials, and you agree that the use of your Security Credentials will have the same effect as your signature authorizing the transaction(s). If you disclose your Security Credentials to any person or entity, including any data aggregation service provider, direct us to assign Security Credentials to any entity or person, or permit any other person or entity to access or use Online Banking, you are responsible for any activity and transactions performed from your Account(s) by such person or entity and for any use of your personal information and Account Information by such person or entity. The loss, theft or unauthorized use of your Security Credentials could cause you to lose some or all the money in your Account(s), plus any amount available under any line of credit. It could also permit unauthorized persons to have access to your personal information and Account Information and to use the information for fraudulent purposes including identity theft. You are responsible for maintaining the security of your Security Credentials and for any financial transactions performed or information received using such Security Credentials to the fullest extent allowed by law. We will ask for your Security Credentials to confirm your identity only if you call us. We will never contact you via email, secure messaging or telephone requesting your Security Credentials. If you are ever contacted by anyone asking for your Security Credentials, you should refuse and immediately contact us. You may be the target of attempted identity theft.
- Indemnity. You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' fees that we may incur in connection with a third party claim or otherwise related to your use of Online Banking, the use of Online Banking by anyone using your Security Credentials or the Security Credentials we assign to someone else at your direction, or your violation of the BHOBSA or the rights of any third party. Your obligations under this section survive termination of the BHOBSA.
- Change in Terms and Other Amendments. If we add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in the BHOBSA and the terms and conditions of any Service you use, we will send written notice to you if required by applicable law. You agree that all notices or other communications we are required to provide to you may be sent to you electronically through an email message, or by posting changed terms on our Online Banking website or by regular mail. Please access and review this website regularly. If you continue using any Service after the effective date of the notice, you are bound by any such change to the BHOBSA.
- Conflict. In the event of a direct conflict between the terms of the BHOBSA, any other terms and conditions we furnish to you in connection with Online Banking and the Services and your Account Agreement, unless specifically set forth in the other terms and conditions we furnish to you in connection with Online Banking and the Services, the order of priority is as follows: (i) the BHOBSA; (ii) the other terms and conditions we furnish to you in connection with Online Banking and the Services; and (iii) the Account Agreement.
- Signatures. You acknowledge and agree that we may honor signatures as provided by you for your Account Agreement. You further acknowledge and agree that in the event we have no signature card on file for you that we are authorized to rely and act on any signature we have on file for you (such as on a check) and if there is no signature on file that we in our sole discretion may (i) pay any transaction or Item or (ii) return any transaction or Item without honoring it, without liability.
- Records. Our records kept in the regular course of business will be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. The Online Banking information is generally updated regularly, but is subject to

adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take any action. Account Information provided to you as part of Online Banking is not the official record of your Account or its activity.

- **Electronic Notice.** You may use email through our secure messaging system to contact us about inquiries, maintenance and/or certain problem resolution issues. Regular email may not be a secure method of communication; therefore we recommend you do not contact us by regular email. There may be times when you need to speak with someone immediately (especially to report lost or stolen Security Credentials, or to stop a payment). In those cases, do not use email. Instead, you must call us at 1-888-340-2265. In the e-Sign Consent, you agree that the BHOBSA and all Notices (as defined below) may be provided to you electronically rather than in paper form.
- **Hours of Operation.** Our representatives are available to assist you seven days a week by telephone at the numbers and times provided in the "Contact Us" link on [www.bmoharris.com](http://www.bmoharris.com) or through our secure messaging system located within Online Banking.

**b) Provisions Applicable to Business and Private Bank Customers Only.**

- **Eligibility – Business Customers.** By activating Online Banking you warrant that you are authorized by the business to enter into the BHOBSA and to access the Eligible Account(s) through Online Banking. You must also create Security Credentials, and pay any fees described in the BHOBSA and your Account Agreement.
- **Authorized Users – Business and Private Bank Customers.** This section applies only to business and private bank customers that authorize other individuals to access Online Banking. To the extent provisions of this section conflict with other provisions of the BHOBSA, the provisions of this section prevail. If you wish to grant individuals access to Online Banking, please contact your BMO Harris Banker.

You may authorize others to access your Online Banking Account as described below. Access to Online Banking by the Administrator and/or Authorized User will continue until such time as you have given us written notice of any changes to the Administrator and/or Authorized User and until we have had a commercially reasonable time to act upon such notice. We may at our option and without liability to you, suspend access to the Service to any Administrator or Authorized User at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so. You ratify and confirm any and all activities of the Administrator and any Authorized Users appointed by the Administrator conducted through Online Banking whether or not such activities are within the scope of authority you granted to the Administrator and/or Authorized User. You are responsible for the administration, monitoring and control of any Administrator(s) and Authorized Users in connection with their use of the Online Banking.

- **BUSINESSES EXCEPT SOLE PROPRIETORS.** If you have a Business Account, you may authorize individuals to access your Business Account in Online Banking if you execute business resolutions, acceptable to us, to permit access to your Account by an Administrator and/or Authorized User through Online Banking and if you otherwise meet our requirements for permitting Authorized User access to Online Banking. See your BMO Harris Banker for details. Account access through Online Banking is separate and distinct from your existing signature arrangements for your Accounts. As a result, when you direct us to give an Administrator or Authorized User Security Credentials granting the authority to access Accounts through Online Banking, the Authorized User will have access to one or more Accounts that the Authorized User may not otherwise have access based on existing signature arrangements.

You understand and agree that each Administrator is authorized to (i) request us to issue Security Credentials to be used in connection with the Online Banking and (ii) receive, act upon, use and disseminate for use by Authorized Users on your behalf all such Security Credentials and all documents and correspondence assigning, confirming or otherwise containing same, (iii) add or delete Authorized Users, and (iv) receive and act upon all

other notices, documents and correspondence from us respecting the Online Banking including, without limitation, any changes or supplements to the BHOBSA. We recommend that you establish Alerts that will notify you (i) when we implement your request to establish or change an Authorized User; and (ii) of each transfer executed within Online Banking by an Authorized User.

- PRIVATE BANK CUSTOMERS AND SOLE PROPRIETORS. If you are a private bank customer or a sole proprietor, you may authorize individuals to access your Account in Online Banking if you execute a power of attorney, acceptable to us, and if you otherwise meet our requirements for permitting Authorized User access to Online Banking. See your BMO Harris Banker for details.

Account access through Online Banking is separate and distinct from your existing signature arrangements for your Accounts. As a result, when you direct us to give an Authorized User Security Credentials granting the authority to access Accounts through Online Banking, the Authorized User will have access to one or more Accounts that the Authorized User may not otherwise have access based on existing signature arrangements.

You agree to establish Alerts that will notify you (i) when we implement your request to establish or change an Authorized User; and (ii) of each transfer executed within Online Banking by an Authorized User.

- Parties' Responsibilities – Provisions Applicable to Business Accounts Only. This section applies only to business customers that access Eligible Accounts through Online Banking.
  - ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES. By using Online Banking, you acknowledge and agree that the BHOBSA sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any action taken by us upon our receipt of any instruction received using your Security Credentials.
  - ERRORS AND QUESTIONS. In case of any questions about Online Banking or your Business Accounts contact us by calling at 1-888-340-2265, contacting us electronically by sending a secure email message through our secure messaging system, or writing to us at BMO Harris, P.O. Box 94019, Palatine, IL 60094 4019. If you have questions about electronic transaction or payments or if you think that your statement is wrong or you need more information about a transfer listed on the statement, contact us immediately by telephone, electronically or in writing as specified above. We must hear from you no later than thirty (30) days after we provided or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

**c) Bill Payment Service.** Bill payment services will now be called BMO Harris Bill Pay<sup>SM</sup> for Personal Accounts or BMO Harris Business Bill Pay<sup>SM</sup> for Business Accounts (together, the "Bill Pay Service"). The following new provisions apply to the Bill Pay Service:

- Enrollment. To Enroll in the Bill Pay Service, click on the Payments tab in Online Banking and complete Enrollment.
- Payment Scheduling. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual due date reflected on your Biller statement, or at least one (1) Business Day before the actual due date if the due date is not on a Business Day. The cut-off time for Payment Instructions is provided within the Bill Pay Service.
- Timing of Payments. After the Conversion, the timing of when a payment is processed will change. Currently, M&I posts payments at the time that the payment processing begins;

however, after the Conversion, Online Banking will post electronic payments on the due date and payments by check on the date that the check is presented to the BMO Harris Bank for payment.

- Maximum Payments. The current maximum amount of any single payment under the Bill Pay Service, including expedited payments and payment of E-bills, will increase to \$100,000 and the aggregate maximum total amount of all payments processed on any Business Day will increase to \$250,000. While those reflect the current maximums, those amounts may change in the future.
- Payment Method. Your payment confirmation will list the Payment Method for each Bill Payment. If a check is used as the Payment Method, a check number will be included in your payment confirmation.
- Prohibited Payments. You will not be able to use the Bill Pay Service or E-Bill for payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by law. We will not give you notice of any refusal on our part to make a prohibited payment.
- Fees. There may be a charge for additional transactions and other optional services in the Bill Pay Service. Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services as disclosed on the Deposit Account Disclosure (as defined in the Deposit Account Agreement) that applies to your Bill Pay Account. You agree to pay such charges and authorize us to deduct the amount from your designated Bill Payment Account for these amounts and any additional charges that may be incurred by you. For the Bill Pay Services for consumers, the Bill Payment Account for Service fees is the Account which the Service or requested transaction impacts. For the Bill Pay Service for businesses, the Bill Payment Account is the first Account Enrolled in the Bill Pay Service. Any fees associated with your Accounts continue to apply. You agree that we may deduct from your Bill Payment Account any amount due, including for an amount due to a payment made under the BHOBSA.
- Failed Transactions. A Scheduled Payment will fail to result in a Bill Payment if any of the following occur: (1) the payment was insufficiently funded; (2) erroneous or incomplete information is provided by you, which prevents accurate and timely payment; (3) a Biller cannot or will not accept a payment delivered by us; (4) we suspect the payment of being fraudulent and have provided notification to you; or (5) we suspect that the Biller is a blocked entity under Office of Foreign Assets Control Sanctions.

We will notify you of each Scheduled Payment that does not result in a Bill Payment because of any of the reasons described above. If the Bill Payment does not occur due to any of items (2) through (5) above, we may request additional information regarding the failed Scheduled Payment. If you do not provide the information we need to resolve the failed Bill Payment within five (5) Business Days, the Scheduled Payment will be cancelled and funds will be re-credited to your Bill Payment Account.

If a Scheduled Payment does not result in a Bill Payment because (a) the Bill Payment Account from which the Scheduled Payment was scheduled has insufficient funds or (b) the Bill Pay Service could not retrieve the funds necessary to make the Scheduled Payment for any reason, then you acknowledge and agree that: (i) your Bill Pay Service will be CANCELLED for ALL of your Accounts; (ii) notice of such a failed Scheduled Payment as a result of (a) or (b) above will also constitute notice of the cancellation of your Bill Pay Service for ALL of your Accounts and any Scheduled Payments scheduled to be made after the failed Scheduled Payment; and (iii) all Scheduled Payments for ALL of your Accounts (including during the three (3) day period specified below) will be CANCELLED with no further notice to you and will not be made or initiated. This cancellation will remain in effect until we determine whether your Bill Pay Service will be restored. During the time when your Bill Pay Service is cancelled as provided herein, it is your sole responsibility to provide for another means of payment for any cancelled Scheduled Payments. We may, but have no obligation to, attempt to re-submit a failed Scheduled Payment up to three (3) times after the Scheduled Payment fails due to the inability of the Bill Pay Service to retrieve the funds from your Bill Payment Account for payment. If the Bill Pay Service is able to retrieve



the funds in any of these subsequent attempts, your Bill Pay Service will resume three (3) days after the Scheduled Payment is made successfully and results in a Bill Payment. After your Bill Pay Service has resumed, we will process (i) Scheduled Payments that you submit through the Bill Pay Service after that date; and (ii) One Time Payments and Recurring Payments that you submitted through your Bill Pay Service prior to its cancellation that are scheduled to occur after the date that your Bill Pay Service is resumed. We will give you notice if and when we restore your Bill Pay Service.

We are not responsible or liable for the failure to process any Scheduled Payment for any of the reasons described above, including during any time that your Bill Pay Service is cancelled, whether or not there are sufficient funds in your Bill Payment Account(s) during such cancellation period. You will agree to indemnify and hold us harmless from any claims, liability, loss or damages resulting from our actions taken as provided herein dealing with failure to process any Scheduled Payment.

- Expedited Payments. You may use the Expedited Payment Service to make a same day ACH payment or overnight delivery of a check payment to a participating Biller in the United States for an additional fee. You may pay any Biller that is approved by us and eligible for payment under the Expedited Payment Service. Overnight delivery checks are not available to Billers with a post office box address or who are located in Alaska, Hawaii or any United States territory outside the contiguous United States. By providing us with your Billing Account (including, but not limited to, Biller name, Billing Account number and the amount of your payment), you authorize us to initiate and complete the payment scheduled by you through the Expedited Payment Service. You will be notified whether the payment will be made by ACH or check when you are scheduling the payment. For expedited payments by check, you are responsible for providing a correct address and to ensure that the address is a valid overnight package address of the specified Biller. To ensure timely payment and obtain the full benefit of the Expedited Payment Service, your Bill Payment Account must be in good standing and you must submit an eligible, accurate Payment Instruction containing all of the information required by the Expedited Payment Service before the cut off time for the applicable Biller's business day as displayed. Funds will be debited from your Bill Payment Account and credited to your Billing Account on the date we indicate at the time you submit your Payment Instruction. In the event you attempt to schedule a payment after the Biller's cut off time, you will be asked whether you wish to schedule the payment for the Biller's following business day or if you wish to cancel the transaction. You may access the Expedited Payment Service online whenever the Bill Pay Service is available. However, each individual Biller sets its own business days and payment cutoff times and they are subject to change. If we are unable to complete the transaction because of insufficient funds in your Bill Payment Account or some other reason, we will send you an alert at the email address you have provided to us for Online Banking. We are not responsible for any charges imposed or any other action taken by a Biller if your Billing Account is not in good standing with the Biller or that result from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if there are insufficient available funds in your Bill Payment Account or if any part of the electronic funds transfer system network is not working properly. The Bill Pay Service Guarantee does not apply to Expedited Payments.

The fee for an Expedited Payment is set forth in the Deposit Account Disclosure that applies to your Bill Payment Account. In addition, this fee will be separately displayed at the time you submit your Payment Instruction. The fee will be deducted from your Bill Payment Account along with the amount of the payment to the Biller on the Business Day that you schedule the transaction. The Expedited Payment fee is subject to change from time to time.

- Payment Cancellation Requests. Except as otherwise provided in the BHOBSA, you may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within the Bill Pay Service. There is no additional charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, it cannot be cancelled or edited online through the Bill Pay Service.

- Stop Payments. Your ability to stop payment of a Scheduled Payment that has been, or is being, processed will depend on the Payment Method and whether your Account is a Personal Account or a Business Account. We must have a reasonable opportunity to act on any stop payment request. To stop any Scheduled Payment that has been, or is being, processed, you must contact Customer Service to submit a stop payment request. If your Bill Payment Account is a Personal Account and the Payment Method is a paper check or electronic funds transfer, you may request a stop payment in accordance with the applicable provisions of the Deposit Account Agreement. For all other Payment Methods, although we will make every effort to accommodate your stop payment request, we are not liable to you for failing to do so. You may also be required to present your stop payment request in writing within fourteen (14) days. The fee for each stop payment request will be the current fee for such stop payment as set out in the Deposit Account Disclosure that applies to your Bill Payment Account.
- Unauthorized Transfers. You agree to notify us immediately of any unauthorized transfer at 1-888-340-2265, by sending an email message through our secure messaging system located within Online Banking or by writing to us at: BMO Harris, P.O. Box 94019, Palatine, IL 60094-4019.
- E-Bills. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your bills. This electronic bill delivery feature does not alter your liability or the obligations that currently exist between you and your Billers. We are unable to update or change your personal information with the Biller such as, but not limited to, name, address, phone numbers and email addresses. You must contact the Biller directly to make any changes. Additionally, it is your responsibility to maintain all usernames and passwords for all Biller websites. You agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating electronic bills for that Biller.

The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. Depending on the billing cycle of each Biller, cancellation of electronic bill presentment may take up to sixty (60) days. We will notify your Biller(s) of the change in status of your Biller Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for paying any electronic bills that are already in process at the time of cancellation.

You agree to hold us harmless should you fail to receive your electronic bill. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

**d) Additional Terms Applicable Only to BMO Harris Business Bill Pay<sup>SM</sup> Services - Business Accounts Only.** The following terms are applicable to Business Accounts:

- Multiple Accounts. You may use the Bill Pay Service to access Eligible Accounts. These Accounts include Accounts of affiliated, subsidiary, or non affiliated businesses bearing the same TIN. You may be permitted to link Personal Accounts to your Bill Pay Service profile provided you are an Account owner or Authorized User on the Business Account and also an Account Owner on the Personal Accounts to be linked, and all linked Accounts have the same TIN.
- Rich Remittance. You may use the Bill Pay Service to transmit additional detail related to the payment to the Biller such as invoice numbers, credit memo detail and dollar amounts by following the directions within the Bill Pay Service.
- Liability for Transfer or Payments. We have no liability to you for any errors or losses you sustain in using the Bill Pay Service except where we fail to exercise ordinary care in processing any

transaction. We are liable only for those unauthorized transfers that occur after you have provided notice to us and we have had a reasonable opportunity to act. We also are not liable for any failure to provide any service if the Account(s) involved is no longer linked for the Bill Pay Service. Our liability, if any, is limited to the amount of any funds improperly transferred from your Bill Payment Account less any amount that would have been lost even with the exercise of ordinary care.

e) ***BMO Harris Total Look<sup>SM</sup>***. BMO Harris Total Look<sup>SM</sup> is a personal information management service that allows you to manage your information by consolidating it into a single website. Total Look was not previously available through M&I online banking.

- **Enrollment**. To Enroll in BMO Harris Total Look<sup>SM</sup>, click on the Total Look tab in Online Banking and complete Enrollment.
- **Your Accounts linked through BMO Harris Total Look<sup>SM</sup>**. You represent, warrant and agree that (i) you are the sole legal and beneficial owner of each account with respect to which you request Bank to provide Total Look and/or (ii) if you are not the sole legal and beneficial owner of any account with respect to which you request Bank to provide Total Look, including, without limitation, accounts held in joint ownership or in trust, you have the legal authority to include the account in Total Look and to share the Account Information with respect to the account. With respect to any beneficial interest in a trust or other fiduciary account for which Account Information is to be provided at your request, you hereby expressly consent to delivery by the fiduciary of all Account Information which you are eligible to receive to Bank.
- **Description of Total Look**. Total Look is an information management service that allows you to consolidate and manage selected information from various websites. Total Look allows you to consolidate, retrieve, view and maintain Account Information stored. After registering for Total Look, you will provide us information about the accounts you wish to aggregate. Total Look periodically obtains your Account Information from us and third party websites based on the information you have previously provided to us. Bank and the third party vendor that provides Total Look do not have access to the username and passwords you use on other third party websites. You must provide us such username and passwords or other Security Credentials for this Total Look.
- **Third Party Information, Content, Products and Services**. Other than Account Information, all other information available through Total Look is provided by third parties. We are not responsible for the products, services, and accuracy of information at third party sites or viewed through our Service. You acknowledge that we do not pre-screen content, but that we will have the right (but not the obligation) in our sole discretion to refuse, edit, move or remove any content that is available via Total Look.
- **Not Investment Advice**. Any third party information about securities and other investments available through Total Look reflect independent opinions and are not recommendations of Bank. The information and content provided through Total Look is for information purposes only. It should not be construed as an offer to sell, a solicitation to buy, or a recommendation for any security or other investment by Bank. You acknowledge that you must perform your own evaluation of any investment based on your investment objectives, financial resources, and risk tolerance. As part of Total Look, Bank does not have any duty or obligation to utilize third party information provided through Total Look for the purpose of determining the prudence or suitability of any security transactions between you and Bank or an affiliate of Bank or the investment policies or asset allocation for any investment management or fiduciary services provided to you by Bank or an affiliate of Bank. In addition, Bank does not have any duty or obligation to use such information to update investment prudence or suitability information that Bank currently has on file for you.
- **Brokerage Products**. Brokerage products and services are NOT FDIC INSURED - NOT GUARANTEED BY ANY BANK - MAY LOSE VALUE. Access to affiliated and other brokerage sites are subject to the terms and conditions or agreements with the specific entity. Information displayed through Total Look is not consistent with the requirements of U.S. securities regulations

and is not a substitute for confirmations and statements required by SEC, FINRA and MSRB rules.

- Privacy Policy. The Account Information you choose to have aggregated as part of Total Look including Account Information from third party sites is protected under the Privacy Policy. You understand and agree that we are not responsible for the use of your personal and financial information by third parties, if any, that you authorize to have access to Total Look or your personal and financial information. You acknowledge that you have received and reviewed a copy of the Privacy Policy. The current Privacy Policy is located at [www.bmoharris.com](http://www.bmoharris.com).

The Privacy Policy does not apply to other third party sites you aggregate through Total Look. You should read the privacy policies of all the companies from which you will instruct us to aggregate information. The third party information once provided to us is subject to the Privacy Policy, but the third party sites are not covered by the Privacy Policy.

- Third Party Accounts. By using Total Look to access a third party website you have designated you authorize us and our providers to access the third party websites and Accounts you designate to retrieve Account Information on your behalf, and you appoint us as your agent for this limited purpose. You hereby grant us and our providers as your true and lawful attorney in fact, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party websites, retrieve Account Information, and use your information, for the purpose of accessing your Accounts and operating Total Look, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You represent that you are a legal owner of the Accounts at third party websites which you include in Total Look and that you have the authority to (i) designate us as your agent, (ii) use Total Look and (iii) give us your passwords, usernames, and all other information you provide. YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THE THIRD PARTY WEBSITE, WE ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD PARTY. Transactions and inquiries you initiate at such a site are not made through, and we have no responsibility for such transactions. You agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on such site, you agree to direct these to the account provider. Third party websites are entitled to rely on the above authorizations, agency and power of attorney granted by you. Balances shown on Total Look reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current.

**f) *Limitations of Liability – Online Banking.***

- Online Banking – Bank's Limitation of Liability. In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction that you initiated, were in the process of completing, or completed shortly before system failure or interruption should be verified by you through means other than Online Banking to ensure the accuracy and completeness of such transaction. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption. We will not be liable for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other acts or circumstances beyond our control.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. We are not responsible for any error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems, including your Internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities and computer hardware) to access or communicate with Online Banking.

WE, INCLUDING OUR AFFILIATES AND AGENTS, WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF ONLINE BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT ONLINE BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE, IS PROVIDED ON AN "AS IS" BASIS, AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE BANKING AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE.

Online Banking Guarantee for Consumer Accounts Only. If an unauthorized transfer occurs and you are a consumer customer, we will pay you the full amount of such unauthorized transfer, subject to the limitations provided below. An unauthorized transfer is a transfer of funds from your Personal Account Enrolled in Online Banking that is not authorized by you. The Online Banking Guarantee does not apply to an unauthorized transfer if (a) you have not notified us within two (2) Business Days following your discovery of an unauthorized transfer from your personal account, or your loss of your security credentials, or your belief that an unauthorized person has access to your security credentials; (b) you have authorized a person to access your personal account by providing your security credentials to that person or have allowed that person to access Online Banking; or (c) you failed to keep your Security Credentials, your computer or Mobile Device secure. The Online Banking Guarantee will not apply to late charges for the Expedited Payment Service.

- Consumer Liability for Unauthorized Transactions. If you are a consumer customer and use the Online Banking Service to make transfers or use BMO Harris Bill Pay from your Account(s), the procedures for handling unauthorized transactions, and your liability for such transactions, are set forth in Section 5 of the Deposit Account Agreement. You may also be eligible for the Online Banking Guarantee if your unauthorized transfer meets the terms and conditions for eligibility as described above. Please call us AT ONCE at 1-888-340-2265 if you believe your Security Credentials have been lost or stolen. Telephoning is the best way to minimize your losses.
- Limitation of Bank's Liability for Business Customers. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR SECURITY CREDENTIALS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. WE ARE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY REQUIRED SECURITY CREDENTIALS, AND TO ACT ON SUCH

INSTRUCTIONS. If we fail or delay in making a transaction, pursuant to your instructions, or if we make a transaction in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability is limited to interest on the amount which we failed to timely transaction, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transaction, but in no event will we be liable to both parties, and our interest payment to either party will fully discharge any obligation to the other. If we make a transaction in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the transaction to the date of the refund, but in no event to exceed thirty (30) days' interest. If we become liable to you for interest compensation under the BHOBSA or applicable law, such interest will be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360 day year. **UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transaction or error from any of your Business Accounts within thirty (30) days of our providing or making available to you a bank statement showing an unauthorized transaction or error will relieve us of any liability for any losses sustained after the expiration of such thirty day (30 day) period and you will thereafter be precluded from asserting any such claim or error.

**g) Bill Pay Service Guarantee for Consumer Customers.** Our guarantee that your Properly Scheduled Payment (as defined below) will be received by your Biller on the Scheduled Payment Date and that we will bear responsibility for any late payment charges you incur from the Biller due to our processing delay is referred to as our "Bill Pay Service Guarantee." The Bill Pay Service Guarantee applies only to Bill Pay Service for consumer customers.

**h) Ownership of Website; Web Site Links.** The content, information and offers on our website are copyrighted by or used by license by BMO Harris Bank N.A. and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use Online Banking. You agree not to use Online Banking for any other purpose, including commercial purposes such as co branding, linking or reselling, without our prior written consent, as set forth in our Website Terms of Use which you can find by clicking on the "Legal" link on [www.bmoharris.com](http://www.bmoharris.com).

Our websites are located in the United States, may be owned, hosted or controlled by us, our affiliates or a third party selected by us, and may also be used for other Internet Services offered by us or any of our affiliates. We make no representation or warranty that our website or Online Banking is available or appropriate for use in countries other than the United States and Canada. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use Online Banking or view the website.

The website may contain links to other third party websites. When linking to those third party sites you are subject to the terms, including the privacy policy, posted by those third party sites. We are not responsible for, nor do we control, the content, products, or services provided by linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each third party website may provide less security than we do and have a privacy policy different than ours. You should review such third party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

**i) Governing Law.** The BHOBSA and BMO Harris Online Banking services will be governed by and construed in accordance with federal law and the laws of Illinois. You consent to the jurisdiction of the

state and federal courts of Illinois and agree that any legal action or proceeding with respect to the BHOBSA will be commenced in such courts.

**j) Customer Service Numbers.** BMO Harris customer service can be reached at 1-888-340-2265 or through secure messaging in Online Banking.

**k) Address Changes.** It is your sole responsibility to ensure that the contact information with the Bank is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Individuals (not businesses) may request address changes through Online Banking or by contacting Customer Service at 1-888-340-2265. Businesses may request address changes by contacting Customer Service at 1-888-340-2265.

**l) Privacy and Confidentiality.** For Personal Accounts, to view the most recent version of our Privacy Policy, go to the footer on the [www.bmoharris.com](http://www.bmoharris.com) website, click on "Privacy", then click on "BMO Financial Corp. Privacy Policy." For Business Accounts, please refer to your Account Agreement.

Our additional commitments for BMO Harris Online Banking<sup>SM</sup> Services, including BMO Harris Bill Pay<sup>SM</sup> and BMO Harris Total Look<sup>SM</sup>, are as follows:

Bank will not share Biller information or Account Information with non affiliated third parties without your authorization, except to furnish you the Services or as required or permitted by law. We may use Biller information or Account Information to furnish and support the Services, and may use such data to allow us to offer you relevant products or services, relationship management services, or other financial planning tools unless you have instructed us to remove your name, phone number or email address from our marketing lists in accordance with the Privacy Policy. We may share Biller information and Account Information with BMO Harris affiliates for marketing or other purposes unless you have instructed us to not share certain information (other than information about our transactions and experiences with you) with BMO Harris affiliates or if you have instructed us to limit marketing offers from BMO Harris affiliates. Bank or third party vendors of BMO Harris Total Look<sup>SM</sup> or BMO Harris Bill Pay<sup>SM</sup> may use aggregated, non-personal statistical data derived from your use of these Services for analysis purposes and may share that data with third parties.

Subject to the foregoing, you are licensing to Bank any information, data, passwords, materials, or other information you provide through or to Bank and the Services. We may modify, display, distribute, and create new material using such information but only to provide the Services to you. By submitting information through these Services, you automatically agree or promise that you are the owner of such information.

### **III. CHANGES IN ONLINE BANKING FEATURES AND CHANGE IN TERMS TO THE M&I MOBILE AGREEMENT**

#### **a) Changes to Mobile Banking Features.**

- **Credit Cards.** Personal credit card accounts will not be accessible through Mobile Banking, but may be accessible through BMO Online Banking through either BMO Harris Total Look<sup>SM</sup> (as described above) or directly through the BMO Harris Credit Card Online Access site. In addition, you will need to use Bill Pay for BMO Harris credit card payments.
- **New Application or Web Site Required.** You will need to download a new mobile application or visit a new Internet address to use Mobile Banking after the Conversion. Prior to using the BMO Harris Mobile Banking service, you will also need to login to BMO Harris Online Banking and follow the steps outlined there in order to access Mobile Banking on your Mobile Device.
- **Sign Up for Text Messages.** If you would like to use text messages to check your balance or receive transaction information, you will need to login to Online Banking and follow the steps outlined there to activate SMS Text Banking after the Conversion.
- **Remote Deposit Posting.** Remote deposits that you make will only post to your account at the end of each processing day.

- Transaction History. Your transaction history, including Remote Deposit history, prior to the Conversion will not be available on your mobile device once the Conversion occurs. Transaction history will start to accumulate as of the Effective Date, and up to 90 days of accumulated transaction history will become available.

**b) Changes to the M&I Mobile Agreement.** The following new terms apply to your use of Mobile Banking:

- References. All references to M&I mobile banking will be to BMO Harris Mobile Banking<sup>SM</sup> and all references to the Service Agreement for Online Banking will be to the BHOBSA.
- Use of Mobile Banking Outside of the U.S. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
- Email Address for Questions. In case of questions regarding Mobile Banking, please contact customer service at [onlineservices@harrisbank.com](mailto:onlineservices@harrisbank.com).
- Termination of Mobile Banking and Remote Deposit Service. We have the right to suspend or terminate Mobile Banking, Text Messaging and/or Remote Deposit Service at any time, including if we believe you are in breach of the BHOBSA or the End User Terms or your account agreement with us, or in the event your mobile service terminates or lapses. We also reserve the right to change the Remote Deposit Service at any time without notice to you.
- Indemnity. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and Text Messaging service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this indemnity survives termination of the End User Terms.
- Remote Deposit Service; Funds Availability Policy. The terms and conditions of the Mobile Banking and Text Messaging services described in the End User Terms apply as applicable to the Remote Deposit Service. Items submitted through the Remote Deposit Service are subject to the Funds Availability Policy in your deposit account agreement applicable to the relevant account. For checks deposited into checking accounts, the first \$200 of the deposit will be available 1 business day after the day of deposit. Any amount in excess of \$200 will be available 2 business days after the day of deposit. For checks deposited into savings or money market accounts, all funds will be available 2 business days after the day of deposit.
- Errors. You agree to notify us of any suspected errors related to your deposit made with the Remote Deposit Service immediately and no later than 30 days after the applicable account statement is provided, or as otherwise specified in your account agreement with us. For consumers, the period in which you must notify us may be longer as set forth in the "Disclosure and Agreement for Electronic Funds Transfers for Personal Accounts" in your deposit account agreement.

#### **IV. CHANGES IN ELECTRONIC COMMUNICATIONS FEATURES AND CHANGE IN TERMS TO THE M&I ONLINE STATEMENT AGREEMENT**

**a) Changes to Electronic Communications Features and Terms.** Online Statements are available for checking, savings, money market, home equity lines of credit, personal lines of credit and mortgage accounts through BMO Harris Online Banking.

**b) Changes to Online Statements.** The Electronic Communications Agreement establishes the terms and conditions of the service by which we will provide Communications (as defined below) to you electronically and not in paper form. The conversion to Online Banking will cause certain changes in your options and preferences for Online Statements. These changes include the following:



- Service. The word “Electronic Communication Service” means the service by which we provide Communications to you electronically, instead of in paper form, pursuant to the Electronic Communications Agreement.
- Enrollment. To receive Online Statements, click Online Statement Preferences in Online Banking and complete Enrollment. At our option, we may require you to complete separate enrollments authorizing the Electronic Communication Service for certain Communications.
- Paper Notifications. By providing your consent to the Electronic Communications Agreement you agree we may provide electronic Communications to you and stop sending these Communications to you in paper form. Your consent applies to your periodic Account Statement (“Account Statement”) and the information that we may provide with paper Account Statements excluding marketing communications, which may include the following, each a “Communication”: agreements (except the BHOBSA), amendments, disclosures, periodic Account Statements (and information we provide with the Account Statement), pricing schedules, privacy notices, change in terms notices, year-end tax information, maturity of time deposits, notices regarding any dispute you may raise under the Truth-in-Lending Act or the Electronic Fund Transfer Act, preauthorized electronic fund transfer notices, annual notices regarding billing errors and electronic fund transfers and other communications. We reserve the right to continue to send those Communications in paper form. You understand and agree that after you agree to receive electronic Communications, certain Communications will continue to be provided to you in paper form.
- Hardware and Software Requirements. You must have the following hardware and software to access, view and retain electronic Communications: a computer and an up-to-date Internet browser that meets our current minimum requirements as set forth from time to time at [www.bmoharris.com/security](http://www.bmoharris.com/security) under the heading “Secure Browsing”; local, electronic storage capacity to retain our Communications 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”). You understand and agree that we reserve the right to change these hardware and software requirements at any time upon notice to you.
- Form of Communications. All electronic Communications will be provided to you, at our option, by: (1) email, (2) access to the Online Banking website that we will designate in an email notice we send to you at the time the Communication is available, (3) access to a website that we will generally designate in advance for such purpose, or (4) requesting you download a PDF file containing the Communication.
- Contact Information. You agree to promptly notify us of any changes to your contact information. You can update your contact information using the Manage Delivery Options page in the Alerts & Messages section under the “Home” tab in Online Banking or by contacting us at 1-888-340-2265.
- Email. You agree that if we send an email message to you regarding any Communication or send any Communication to the email address you have provided us and such email message is returned as undeliverable we will be deemed to have provided such Communication to you. We are not required to send a duplicate paper copy of any Communication to you in the case of an undeliverable email message. In addition, at our option, we may, but are not obligated to, treat an undeliverable email sent to the email address you provide to us as a withdrawal of your consent to receive electronic Communications.
- Information Security and Delays. You understand that the Communications you have elected to receive in electronic form contain confidential information. We are not responsible for unauthorized access by third parties to Communications or any damages, including direct, indirect, special, incidental or consequential damages caused by any unauthorized access. We are not responsible for delays in the transmission of any Communications. In the event you do not receive an anticipated Communication, it is your responsibility to log on to Online Banking at [www.bmoharris.com](http://www.bmoharris.com) and check the Online Statement section under the Accounts tab for your

Account Statement and Important Notices. We are not responsible for any computer virus or related problems.

- Paper Copies. We will not, generally, send a paper copy of any electronic Communication unless you request it. You understand that you should print or download a copy of the Electronic Communications Agreement and any Communication sent to you for your records. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. Except as indicated above, to request a paper copy, you can contact us at 888-340-2265 or log on to Online Banking at [www.bmoharris.com](http://www.bmoharris.com) and request a paper copy from the Request Statement Copy page under the Services tab. We may charge you a reasonable service charge for the delivery of paper copies of electronic Communications you request as provided in the applicable Service Guide, loan or line of credit agreement.
- Delivery Options. If you elect "Electronic Only" as your delivery preference under the Online Statements Preferences page in the Online Statements section under the Accounts tab in Online Banking ("Online Statements Preferences"), you will receive an electronic Account Statement and will be charged for any paper Account Statements you request. If you elect "Paper and Electronic" as your delivery preference under Online Statements Preferences you will receive an electronic and paper Account Statement and will be charged for any additional paper Account Statements you request.
- How to Withdraw Consent. You may withdraw your consent to the Electronic Communication Service at any time by calling 888-340-2265 or by accessing Online Statements Preferences and changing your delivery preference. If you receive a Combined Statement and withdraw your consent to the Electronic Communication Service you agree to change your delivery preference for each Account (as defined in the Electronic Communications Agreements) included on the Combined Statement. Your withdrawal of your consent will be effective after we have a reasonable period of time to process your request and will not withdraw consent to receive information related to your BHOBSA.
- Electronic Communications Are In Writing. Any electronic Communication we provide to you as part of the Electronic Communication Service will be deemed to be "in writing" as may be required by applicable law. You acknowledge and agree that you consent to such electronic Communications provided in connection with a transaction affecting interstate commerce and that the Electronic Communications Agreement and Electronic Communication Service and the provision of such electronic Communications is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"). We and you intend that the Act apply to the fullest extent possible.
- Agreement Amends Other Agreements. The terms and conditions of the Electronic Communications Agreement are in addition to and part of the terms and conditions of the BMO Harris Bank Website Terms of Use, the BHOBSA, the Deposit Account Agreement, the Deposit Account Disclosure(s) applicable to your Account(s) (as defined in the Electronic Communications Agreements), the BMO Harris Bank Business Service Fee Schedule (as defined in the Deposit Account Agreement), loan and line of credit agreements and all other terms and conditions governing your Account(s) and constitute an amendment of those other agreements as their provisions relate to our delivery of communications to you.
- Changes/Termination. We reserve the right to change the terms and conditions of the Electronic Communications Agreement including the right to change or discontinue the Electronic Communication Service, at our sole discretion. We will provide you with notice of such change or termination as required by law. Your failure to withdraw your consent by calling 1-888-340-2265 following any such notice of a change will constitute your agreement to be bound by all such changes.
- Service Fees and Charges. You authorize us to charge your Account(s) (as defined in the Electronic Communications Agreements) for any applicable service fees and charges relating to the Electronic Communication Service in accordance with your Service Guide, loan or line of credit agreement in effect from time to time.

- Governing Law. The Electronic Communications Agreement is governed by Illinois and federal law and regulation.
- Consent. If you select electronic delivery as your delivery preference under Online Statements Preferences, you give your affirmative consent for us to provide electronic Account Statements to you and 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.

## V. ELECTRONIC DELIVERY OF THE BHOBSA AND ACCOUNT NOTICES

- Electronic Delivery of BHOBSA and Account Notices. To enroll in and receive Online Banking Services, you must consent to us providing the BHOBSA electronically to you pursuant to the e-Sign Consent. You must also agree to receive all changes in the terms of the BHOBSA electronically. The e-Sign Consent applies to the BHOBSA and the Online Banking Services provided under the BHOBSA. By signing the e-Sign Consent you agree to the terms and conditions of the BHOBSA and agree to receive in electronic form, online: (i) the BHOBSA including any disclosures contained in the BHOBSA such as those required under the federal Electronic Funds Transaction Act and its implementing Regulation E; and (ii) any notices related to the BHOBSA and Online Banking Services, as well as any amendments or other changes in terms to the BHOBSA ("Account Notices").
- Hardware and Software Requirements. To access, view and retain the BHOBSA and Account Notices that we make available to you in electronic form, 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 [www.bmoharris.com/security](http://www.bmoharris.com/security) under Secure Browsing; local, electronic storage capacity to retain the BHOBSA and Account Notices 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 PDF files. We reserve the right to change these hardware and software requirements at any time upon notice to you.
- Consent. You consent to receive the BHOBSA and Account Notices in electronic format until you withdraw your consent as described below.
- Delivery. The BHOBSA and Account Notices that we provide to you in electronic format will be provided either (i) via email; (ii) by access to a website which will be provided to you in an email notice we send to you when the BHOBSA and Account Notices are available; or (iii) by posting on a website that we designate for that purpose.
- Written Notice. The BHOBSA and all Account Notices provided in electronic format from us to you will be considered "in writing." You should print a copy of the BHOBSA and all Account Notices or download them to your desktop for your records.
- Contact Information. You are required to provide us with an accurate and complete email address and other information related to your use of Online Banking Services and to maintain and update any changes to the information promptly. You can update information by changing your Preferences in the Home section of your Online Banking account, or by contacting us at 888-340-2265.
- Paper Copies. We will provide you with a paper copy of the e-Sign Consent and any Account Notices at your request at no cost. Contact us at 888-340-2265.
- Requirements for Enrollment in Online Banking. Continued enrollment in Online Banking requires that you agree to receive all Account Notices electronically. If you prefer to receive paper Account Notices, you have the right to withdraw your consent, in which case we will cancel your Online Banking access. Contact us at 888-340-2265 to withdraw your consent to receive electronic Account Notices. We may treat your failure to provide us with a valid email address, or the malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Account Notices, at our discretion. We will not impose a fee to process the withdrawal

of your consent. Your withdrawal of your consent will be effective only after we have had a reasonable period of time to process your request.

- Discontinuation of Electronic Account Notices. We reserve the right, in our sole discretion, to discontinue provision of electronic Account Notices. We will provide you with notice of any such termination or change as required by law.
- Agreement. Under the terms of the e-Sign Consent, you acknowledge and agree that you consent to receive the BHOBSA and Account Notices in electronic form in connection with a transaction affecting interstate commerce and that the e-Sign Consent, the BHOBSA and Account Notices are subject to the Act. We and you intend that the Act apply to the fullest extent possible.

For more details and information:

Call us at 1-888-340-2265. Representatives are available 24 hours a day, 7 days a week.

Or visit us online at **[bmoharris.com/legal](http://bmoharris.com/legal)**

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