

BMO Harris Online Banking  
Electronic Communications Delivery Notice and Agreement

This BMO Harris Online Banking Electronic Communications Delivery Notice and Agreement (this “Agreement”) applies to all Communications for each Account (defined and described below) for which you agree to receive electronic Communications that is not otherwise subject to an agreement regarding electronic delivery of information.

1. Definitions

The words “you” and “your” means the individual(s) or business entity that owns the Account(s) and who agree to the terms and conditions of this Agreement, any Authorized Users and if you receive Combined Statements the Account Owners of each Account included on the Account Statement. The words “we,” “our,” and “BMO Harris” refer to BMO Harris Bank N.A. The word “Account” means each deposit account, loan account and line of credit account you have with us that is governed by the BMO Harris Online Banking Services Agreement (“BHOBSA”) for which you agree to receive electronic Communications. The word “Service” means the service by which we provide Communications to you electronically, instead of in paper form, pursuant to this Agreement. The word “Communications” means any information related to the Account (as further described in Section 2 below) including but not limited to information we are required by law to provide you in writing. All other capitalized words used in this Agreement have the meanings given them in the BHOBSA, Harris Handbook for Personal and Business Deposit Accounts (“Harris Handbook”) and Deposit Account Disclosure and Bank Fee Schedule, the Harris Business Banking Service Fee Schedule, and the Your Guide to Deposit Services at Harris, as applicable (the “Service Guides”) and any agreements governing your loan or line of credit Account.

2. Scope of Agreement

This Agreement establishes the terms and conditions of the Service by which we will provide Communications to you electronically and not in paper form. At our option, we may require you to complete separate enrollments authorizing the Service for certain Communications.

By providing your consent to this 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 your 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.

### 3. 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.

### 4. How We Provide Communications in Electronic Form

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.

## 5. Your Email Address

It is your responsibility to ensure that the contact information you provide to us is current and accurate including your email address, which we will use to provide Communications to you. 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 888-340-2265, option 4.

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.

## 6. 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.

## 7. 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 this 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 option 4 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.

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.

## 8. How to Withdraw Consent

You may withdraw your consent to the Service at any time by calling 888-340-2265 option 4 or by accessing Online Statements Preferences and changing your delivery preference. If you receive a Combined Statement and withdraw your consent to the Service you agree to change your delivery preference for each Account 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.

## 9. Electronic Communications Are In Writing.

Any electronic Communication we provide to you as part of this 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 this Agreement and Service and the provision of such electronic Communications is subject to the federal Electronic Signatures in Global and National Commerce (the “Act”). We and you intend that the Act apply to the fullest extent possible.

## 10. Agreement Amends Other Agreements

The terms and conditions of this Agreement are in addition to and part of the terms and conditions of the Harris Website Terms of Use, the BHOBSA, the Harris Handbook, the Service Guides, 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.

#### 11. Changes/Termination

We reserve the right to change the terms and conditions of this Agreement including the right to change or discontinue the 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 888-340-2265 option 4 following any such notice of a change shall constitute your agreement to be bound by all such changes.

#### 12. Service Fees and Charges

You authorize us to charge your Account(s) for any applicable service fees and charges relating to the Service in accordance with your Service Guide, loan or line of credit agreement in effect from time to time.

#### 13. Governing Law

This Agreement shall be governed by Illinois and federal law and regulation.

#### 14. Electronic Acceptance of Agreement

By clicking "I accept" below you agree that (i) you have read this Agreement and agree to be bound by its terms, (ii) your computer satisfies the hardware and software requirement provided in the Agreement and (iii) you can access this document. You give your affirmative consent for us to provide electronic Communications to you for your Accounts. 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.