

BMO Harris My Home Application TERMS OF USE AND END USER LICENSE AGREEMENT

BMO Harris Bank N.A. (“BMO Harris,” “we,” “us” or “our”) is providing you (“you” or “your”) the BMO Harris My Home Application (the “Services”). This User Agreement (this “Agreement”) is a legal agreement between you and BMO Harris concerning the use of the mobile application software (“App Software”) that facilitates the Services.

In order to use the Services, you must accept all of the terms of this Agreement. The Services are licensed and not sold, and BMO Harris is the owner of all right, title and interest in and to the App Software used for access to the Services. BMO Harris reserves all rights not expressly granted to you in this Agreement.

By clicking the “**Agree**” button, you have indicated your: (i) acceptance of, and agreement to be legally bound by, all of the terms and conditions of this Agreement; and (ii) consent to the installation and use of the Services on your mobile device

1. General Terms. The terms and conditions of this Agreement are not intended to replace or modify any disclosures that are required by law to be provided by BMO Harris.

Subject to the terms and conditions of this Agreement, you are hereby granted a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access the App Software and use the Services. The Services includes the App Software, programs, documentation, tools, internet-based services, components, and any updates thereto (including App Software enhancements, modifications and maintenance, service information, help content, bug fixes or releases) provided to you. You will be entitled to download updates to the Services, subject to any additional terms made known to you at that time, when these updates are made available to you.

2. Minimum Software and Hardware Requirements. In order to use certain Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by BMO Harris, including an Internet enabled mobile device, to use these Services. In order to use these Services, you must install the App Software and any and all updates thereto to continue to use such Services. Currently, only mobile devices with Apple’s IOS[®] or Google’s Android[™] mobile operating system may be used with the App Software. Devices modified contrary to the manufacturer’s software or hardware guidelines, including but not limited to disabling hardware or software controls, sometimes referred to as “jailbraking” or “rooting” are not compatible mobile devices. You acknowledged that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of the Services. We do not warrant that the Services will be compatible with your mobile device. Your use of the Services may be subject to the terms and conditions with your mobile device manufacturer and your wireless carrier.

3. Restriction on Use. Use of the Services while operating a motorized vehicle is expressly prohibited.

4. Wireless Carrier Charges. You are responsible for any data or other charges that your wireless carrier may charge for any data services used in connection with your use of the Services. Downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for details. All such charges are billed by and payable to your wireless provider. Your wireless provider may impose

limitations on your Internet access that are outside our control. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

5. Ownership of Mobile Device. You represent and warrant that you are the owner or authorized user of the mobile device you use in connection with the Services, and that you are authorized to approve any applicable charges arising from your use of the Services. You agree that we may use the telephone number or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you regarding your use of the Services. You represent and warrant to us that: (a) you are at least eighteen (18) years of age and the age of majority in your state of residence; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your legal name, d) you and all transactions initiated by you using the Services will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (e) you will not use the Services directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

6. Information Security. Your wireless provider or other entities may collect data from your use of the Services, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. We will only use the information you provide to us through your use of the Services in a manner which is consistent with our Privacy Notice. You can find links to our privacy policy at www.bmoharris.com or on the main menu of the My Home Application. Subject to applicable law, we reserve the right at all times to disclose any information you provide using the Services as reasonably necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with the Services, you agree to provide accurate, complete and true information. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. For additional details on how to protect your personal information, please visit www.bmoharris.com/security.

7. Proprietary Services. The Services, as well as the content and materials you may receive or access through your use of the Services, are proprietary to us. You agree not to damage, impair, interfere with, or disrupt the Services or their functionality, including in connection with your use of the Services.

8. Area of Use. You agree that if you are using the Services 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.

9. Reporting Unauthorized Transactions. If you believe someone may attempt to use or has used the Services without your permission, or that any other unauthorized use or security breach has occurred, call us **immediately** at 1-888-340-2265 or write us at: BMO Harris, P.O. Box 94019, Palatine, IL 60094-4019. Telephoning is the best way to minimize your losses for any error or unauthorized transaction.

10. Customer Service. If you have any questions about the Services, email onlineservices@bmo.com or call us at 1-888-340-2265.

11. Termination.

11.1. Your Right to Terminate. You may terminate this Agreement at any time by uninstalling the App Software on your mobile device.

11.2. Suspension or Termination by Us. BMO Harris may terminate this Agreement for any reason or no reason. BMO Harris may also suspend or discontinue the Services at any time for any reason, including if we believe you are in breach of this Agreement or in the event your mobile service terminates or lapses. Upon termination of this Agreement, you shall immediately discontinue use of the Services and delete all copies of the App Software.

12. Limitation of Liability. WE, INCLUDING OUR AFFILIATES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE APP SOFTWARE, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR APP 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 OR UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM DEFECTS OR VIRUSES, 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 THE SERVICE AND ALL INFORMATION SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICE.

13. Change in Terms and other Amendments. We may add, delete, or amend terms, conditions and other provisions, or other terms described in this Agreement and the terms and conditions of the Services. In addition, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via third-party links); or offer opportunities to some or all users of the Services.

14. Application Upgrades

You acknowledge that we may from time to time issue upgraded versions of the Application, and we may automatically electronically upgrade the version of the Application on your mobile device. You consent to such automatic upgrade and agree that this license will apply to all such upgrades (unless such upgrade is accompanied by a different set of terms). Also, from time to time, without prior notice to you, we may change, expand or improve the Application. We may also, at any time, discontinue part or all of the Application or selectively disable certain aspects of or access to portions of the Application. Any modification or elimination of the Application will be done in our sole discretion and without any obligation or liability to you.

15. Indemnification. Except as otherwise provided under applicable law, 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 Services 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 paragraph shall survive termination of the Services and this Agreement.

16. Governing Law. This Agreement will be governed by and construed in accordance with federal law and the laws of Illinois, without regard to Illinois conflict of law provisions. 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 Agreement will be commenced in such courts.

17. Other Provisions. Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you, us, and our processor, with respect to the provision of the Services and the App Software. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.