

Effective as of September 10, 2017

## BMO Harris Mobile Banking End User Terms

BMO Harris Bank N.A. (“BMO Harris,” “we,” “us” or “our”) and a global provider of banking and payments technologies (currently, FIS) (the “Licensor”) are providing you (“you” or “your”) certain mobile banking services relating to your BMO Harris account(s) (the “Services”). This User Agreement (this “Agreement”) is a legal agreement between you and BMO Harris and an agreement between you and the Licensor concerning the use of the mobile application software (“App Software”) that facilitates the Services.

This Agreement is divided into two parts. Part One of the Agreement explains all of the terms and conditions that govern your use of the Services as between you and us. Part Two of the Agreement explains additional provisions that govern the relationship between you and the Licensor. In order to use the Services, you must accept all of the terms of this Agreement.

### Part One

1. General Terms. To use the Services, you must be a subscriber to our BMO Harris Online Banking® service (“Online Banking”). You acknowledge that you have read and agreed to the terms and conditions of the BMO Harris Online Banking Services Agreement (the “Service Agreement”), which applies to, and supplements, this Agreement and the Services. Access to, and use of, your BMO Harris account will continue to be governed by our Deposit Account Agreement for Personal and Business Accounts, effective October 6, 2012, as amended from time to time (the “Deposit Account Agreement”), or for commercial account holders, the Commercial Account Agreement governing your account (together with the Deposit Account Agreement, as applicable, your “Account Agreement”) and any other agreements that you have with us. If the terms and conditions in this Agreement conflict with the terms and conditions of your Account Agreement solely as they apply to the Services, this Agreement controls. The terms and conditions of this Agreement are not intended to replace or modify any disclosures of other terms in your Account Agreement or other disclosures that are required by law to be provided by BMO Harris.

2. Mobile Banking Services. As used in this Agreement, “Mobile Banking” means that aspect of the Services that allows you to use a mobile device or wireless device (like an iPhone®, iPad® or Android™ device) to access the BMO Harris Online Banking service. Mobile Banking includes our mobile banking applications, mobile web access, Text Messaging (as defined below), Remote Deposit Service (as defined below), Mobile Cash Withdrawal (as defined below), and People Pay (as defined below). A “mobile device” means a device specified by us (not a personal computer) including a mobile phone, tablet or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. “Text Messaging” or “SMS” means a process that allows you to send and receive messages from us related to your accounts, of up to 160 characters each, using your mobile device. All account fees and service charges will apply to products and services that are accessible through Mobile Banking. If you use Text Messaging, we will send you a message only once per request.

3. Minimum Software and Hardware Requirements. In order to use certain Services (including the Remote Deposit Service, Mobile Cash Withdrawal, People Pay, and BMO Harris Total Look®), 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 certain 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 “jailbreaking” or “rooting” are not compatible mobile devices. You acknowledge 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 your account. 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 of your agreements with your mobile device manufacturer and your wireless carrier.

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

5. Wireless Carrier Charges. You are responsible for any data and messaging fees or other charges that your wireless carrier may charge for any data or message services used in connection with your use of the Services, including any charges assessed for text messages sent to or received from us. You are solely responsible for the content transmitted through any text messages sent to and received from us. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.). Your wireless provider's data and messaging rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge you to access your account information using the Services; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. Your wireless provider may impose limitations on your Internet access and text messages that are outside of our control. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

6. Mobile Banking Access. Not all Online Banking services or the functionality of the Online Banking website are available when you use a mobile device. Mobile Banking and functionality available to you may vary based on the type of mobile device you use and its operating system version. Online Banking services available through your mobile device may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device.

6.1 Mobile Banking Security Credentials. The Services available through your mobile device vary based on the security credentials that you use to access Mobile Banking. We may permit you to create or use additional security credentials exclusively for Mobile Banking that will allow you to access certain Services. For example, we may permit you to create a Mobile Banking passcode or use an existing biometric identifier that you use for authentication on your mobile device to log in to Mobile Banking. If you register to use a biometric identifier on your mobile device, such as Touch ID®, to log in to Mobile Banking, you agree and understand that anyone else whose biometric identifier can be used on your mobile device will have access to the Mobile Banking Services available to you. If there are other persons whose biometric identifiers can be used to access your mobile device, you should not register to access Mobile Banking in this manner. We will not be liable for any transactions performed by, or any account information accessed by, any party other than you whose biometric identifier is registered to your mobile device.

6.2 Mobile Banking Limitations. Processing of payment and transfer instructions may take longer using Mobile Banking. We will not be liable for any delays or failures in your ability to access Mobile Banking service or in your receipt of any text messages. Internet access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking is provided by us on an AS IS, AS AVAILABLE basis.

7. 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 send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone 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 will fulfill all of your obligations to each Automated Teller Machine ("ATM") provider and/or financial institution for which you submit a transaction using the Services; (e) 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 (f) 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.

8. Information Security. You understand and agree that messages received using the Services may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, account information and activity, and the status of your accounts and other information that you or we may provide. Your wireless provider or other entities may also 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 the privacy notice we have previously provided to you in connection with your account. You can find links to our privacy notice and our online and mobile privacy policy at [www.bmoharris.com/legal](http://www.bmoharris.com/legal) or on the log-in page or main menu of our Mobile Banking applications. 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 will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent in connection with the Services. 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 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 account, please visit [www.bmoharris.com/us/about/security-center](http://www.bmoharris.com/us/about/security-center).

9. 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 and the Licensor. You agree not to damage, impair, interfere with, or disrupt our Online Banking or Mobile Banking services or their functionality, including in connection with your use of the Services.

10. Area of Use. You agree that if you are using Mobile Banking 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.

11. Relationship to Other Banking Products. Mobile Banking is provided for your convenience and does not replace your periodic account statement, which is the official record of your account. Mobile Banking services, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We are not liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers are liable for any errors or delays in the content, or for any actions taken in reliance thereon. Except as otherwise provided in the Account Agreement, if any such problem occurs with your use of Mobile Banking, you are responsible for any fees and charges, such as fees for late payments or insufficient funds.

12. Additional Terms for Remote Deposit Services. "Remote Deposit Service" is a Mobile Banking service that allows you to make deposits of the electronic image of a check or substitute check (as defined by federal law) (each an "Item") to your eligible checking, savings, or money market accounts at BMO Harris by capturing an electronic image of the Item with the capture device (such as a camera) on your mobile device and submitting images and information about the Item to us for processing.

12.1. Eligible Items. You agree that you will not use the Remote Deposit Service to deposit any of the following Items:

12.1.1. Items that have already been presented to, or paid by, another person, company or depository institution;

12.1.2. Items payable to any person or entity other than you;

12.1.3. Items drawn on a financial institution located outside the United States;

12.1.4. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or

12.1.5. Items prohibited by our current procedures relating to the Remote Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreement with us. You can find information about our current procedures through the Frequently Asked Questions for Mobile Deposit available on our website at: <https://www.bmoharris.com/us/personal-finance/banking/mobile-banking/faq>.

12.2. Item Image Quality. The image of an Item transmitted using the Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System and any other applicable regulatory agency.

12.3. Endorsement of Items. You must endorse all Items before submitting them using the Remote Deposit Service.

12.4. Processing Time and Availability of Funds. If we receive the image of an Item for deposit on or before 7:00 p.m. Central Time (CT) on a Business Day (as defined in the Service Agreement), we will consider that day the day of deposit. If we receive the image of an Item for deposit after 7:00 p.m. CT or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. For Items deposited into checking accounts, the first \$500 of the deposit will be available 1 Business Day after the day of deposit. Any amount in excess of \$500 will be available 2 Business Days after the day of deposit. For Items deposited into savings or money market accounts, all funds will be available 2 Business Days after the day of deposit.

12.5. Disposal of Transmitted Items. You agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. After 15 Business Days following the deposit using the Remote Deposit Service, if you have verified that the funds have been credited to your account, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again. If you fail to follow these procedures and you or any third party cashes or re-deposits the Item, you may be liable to us for the amount of the Item.

12.6. Restrictions and Limitations on Items. You agree:

12.6.1. Only Items that originated as paper Items and no third party or electronic checks may be deposited using the Remote Deposit Service;

12.6.2. After you submit an Item for deposit using the Remote Deposit Service, you will not redeposit or otherwise transfer or negotiate the original Item;

12.6.3. Not to deposit Items into your Account unless you have authority to do so;

12.6.4. The total amount of deposits that you capture and submit using the Remote Deposit Service will not exceed the following amounts during any five-Business Day period except as otherwise expressly provided herein:

12.6.4.1. For BMO Private Bank\* customers, \$25,000;

12.6.4.2. For BMO Harris Premier Services\*\* customers, \$10,000;

12.6.4.3. For BMO Harris small business customers, \$10,000; and

12.6.4.4. For all other customers, \$5,000.

12.6.5. After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Item; and

12.6.6. The electronic image of the Item will become the legal representation of the Item for all purposes; and any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

12.7. Eligibility. You must meet our eligibility requirements in order to use the Remote Deposit Service. These eligibility requirements include being a BMO Harris Online Banking customer who has had a BMO Harris account for more than 5 calendar days. We may change the eligibility requirements from time to time in our sole discretion. You can find information about our current eligibility requirements through the Frequently Asked Questions for Mobile Deposit available on our website at:<https://www.bmoharris.com/us/personal-finance/banking/mobile-banking/faq>.

12.8. 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 40 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 “Substitute Checks and Your Rights as a Consumer” in your Deposit Account Agreement.

13. Additional Terms for Mobile Cash Withdrawal Services. These additional terms govern ATM cash withdrawals using a mobile device (“Mobile Cash Withdrawal”). Mobile Cash Withdrawal permits you to withdraw cash from certain ATM terminals as designated by us using a compatible mobile device that is Internet (Web) enabled, as specified by us.

13.1. ATM Withdrawals. If you have an eligible debit card with your BMO Harris deposit account, Mobile Cash Withdrawal may be used to withdraw funds only at select BMO Harris ATMs, as specified by us from time to time. Your mobile device will be automatically linked to your debit card, and the limitation on the frequency or dollar amount of ATM cash withdrawals for your debit card set forth in Section 9(B) of the Deposit Account Agreement will apply to any cash withdrawals made using your mobile device to the same extent as any cash withdrawals made using your debit card, which will be aggregated together for purpose of these limits. For example, if the daily ATM cash withdrawal limit for your debit card is \$520 and you insert or swipe your debit card at an ATM and withdraw \$200 from your Account, then you will only be able to withdraw a maximum of \$320 from your Account on that same 7 day using the Services.

13.2. Liability. You authorize us without further inquiry to charge your account for all cash withdraws at an ATM initiated through the use of your mobile device, and you agree, except as otherwise required by applicable law, that you will be liable for all cash withdrawals utilizing the Services. The procedures for handling unauthorized transactions, and your liability for such transactions, will be the same as a transaction initiated with an ATM or debit card issued by us, and are set forth in Section 9 of the Deposit Account Agreement.

14. Additional Terms for People Pay Services. “People Pay Service” is a Mobile Banking service that allows you to send money from your eligible checking or money market accounts at BMO Harris to any individual with a checking, savings or money market account in the United States (“Recipient”).

14.1. Prohibited Uses. You agree that you will not use the People Pay Service to send money for any of the following purposes:

14.1.1. For payment for goods or services that are illegal;

14.1.2. For payments relating to gambling activities;

14.1.3. For payments otherwise prohibited by law; or

14.1.4. For purposes prohibited under the terms of your applicable account agreement with us.

14.2. Using People Pay Services. The People Pay Services involves the following steps, which be modified at any time in our sole discretion.

14.2.1 Activation and Consent. You must activate the service from within the mobile application to use it. This requires the transmission of a confirmation code that we send to you by e-mail to confirm the requested activation. If you provide a mobile phone number (which is optional) when you activate the service, we will also send you a confirmation code by text message to confirm the activation of the service for your mobile phone number. By voluntarily opting to provide your mobile phone number when you activate the service, you agree that we may send informational text messages to your mobile phone number related to People Pay Services, including but not limited to money transfer related notifications and text alerts. If you no longer wish to receive these text messages on your mobile phone number, you can un-enroll your mobile phone number for the People Pay Service within the mobile application, text the word STOP to 42265, or otherwise notify us that you are revoking your consent.

14.2.2 Sending Money. In order to send money to a Recipient, you must provide the Recipient's full name and e-mail address. You may also include a personal message. By providing the Recipient's contact information, you are representing to us that you have obtained the consent of the Recipient to receive an e-mail from us.

14.2.3 Claiming Money. The Recipient is notified by e-mail that money has been sent. The Recipient must follow the instructions in the notification and on the People Pay webpages on the BMO Harris website in order to claim the money. The money must be claimed by the Recipient within ten (10) days or the requested money transfer will expire.

14.3 Processing Time and Availability of Funds. People Pay uses PayNet, a real-time payment network, to process money being sent. If the Recipient provides an eligible checking or savings account with a financial institution that is part of the PayNet network, the money will be available in real-time when the Recipient completes the steps to claim the money. If the Recipient's eligible checking or savings account is not with a financial institution that is a part of the PayNet network, the transfer will be processed in accordance with the funds transfer provisions of the Recipient's account agreement.

14.4. Limitations and Restrictions. You acknowledge and agree:

14.4.1. Your request to send money will be completed using only the e-mail address that you provide even if the e-mail address does not belong to your intended Recipient. The name of the Recipient that you provide when sending money is used only to create a contact list for your future use and for your transaction history. The Recipient's name is not verified as part of the claiming money process. You must make sure that you provide the correct e-mail address for your intended Recipient. You are responsible for any money sent to the wrong e-mail address.

14.4.2 The People Pay Service does not permit you to send an amount of money that is greater than the amount of funds currently available in your account. For this Service, you cannot include funds from an overdraft line of credit or credit line. If you send money and the account balance in the funding account is insufficient when the payment is claimed by the Recipient, the payment will be declined;

14.4.3. The People Pay Service does not permit you to send money that exceeds certain transaction amount limits and daily aggregate transaction amount limits. For customers who enrolled in People Pay before [April 29, 2017] ("Existing People Pay Customers"), the maximum amount of any single transaction is

\$1,000 and the maximum daily limit for all transactions is \$1,000. For customers who enroll in People Pay on and after [April 29, 2017] (“Newly Enrolled People Pay Customers”), the maximum amount of any single transaction is \$325 and the maximum daily limit for all transactions is \$325. The transaction limits from a BMO Harris Money Market Checking Account also apply. Newly Enrolled People Pay Customers whose accounts are in good standing will have their transaction limit levels increased to \$1,000 (subject to bank discretion) 31 calendar days after the date of their People Pay enrollment, unless the 31<sup>st</sup> calendar day falls on a weekend or a holiday, in which case the service level will be increased on the next business day. In no event shall any transaction limit levels be increased above \$1,000 for any customers.

14.4.4. The People Pay Services does not permit you to send money to accounts outside of the United States.

14.5. Cancelling a People Pay Transaction. You can cancel a People Pay transaction at any time before the Recipient has claimed the money by requesting a cancellation within the mobile application or by calling us at 1-888-340-2265.

14.6. Liability. You authorize us without further inquiry to charge your account for all person to person money transfers through the People Pay Service. You agree, except as otherwise required by applicable law, that you will be liable for all money sent utilizing the Services. The procedures for handling unauthorized transactions, and your liability for such transactions, are set forth in the Deposit Account Agreement.

15. Additional Terms for BMO Harris Card Monitor. “Card Monitor” is a Mobile Banking service that allows you to control the use of your debit card from your mobile device in real-time and receive instant notifications when your card is used in certain ways. Subject to certain limitations, you can activate or deactivate your card, or restrict card usage to specific merchant types, transaction types, geographic regions and dollar amount thresholds (this functionality is referred to as “Controls”). You can also, subject to certain limitations, sign up for notifications when your debit card is used by merchant type, transaction type, for international purchases and by threshold amount (this functionality is referred to as “Alerts”).

15.1 Enrolling in Card Monitor. Enable Card Monitor service on your debit card by downloading and logging into the mobile application, clicking on “More,” then “Card Controls” or “Alerts” as applicable. Once you enroll, you may select the card to which the Alerts and/or Controls will relate, which Alerts you would like to receive, and/or which Controls you would like to enable. You may also un-enroll from Card Monitor through the mobile application at any time.

15.2 Terms Specific to Card Monitor Alerts. You understand and agree that: 1) Alerts may not be sent on a “real time” basis, but may rather be sent at the next scheduled delivery time after the specified transaction event occurs; 2) We reserve the right to change the frequency or timing of Alerts, at any time and from time to time; 3) Alerts are not intended to replace your account statements or any other communications we may provide to you regarding your account 4) You will safeguard your device and not hold us responsible if a third party views or hears any Alert we initiate; 5) Alerts are provided as a convenience for you and we have no obligation to initiate any particular Alert, even if you have expressly requested one; 6) We have no responsibility to you for not sending an Alert you have requested or for sending an Alert you requested in an untimely manner; 7) Your mobile carrier's message and/or data rates may apply to our Alerts; 8) You will not receive our Alerts if your device/telephone is turned off, the mobile application is deleted from your device, or your device is otherwise incapable of receiving Alerts; and 9) We are not responsible for any failures on the part of your telecommunications or internet provider to properly enable your receipt of Alerts.

Since Alerts may be triggered by transactions (e.g., a suspicious overseas purchase), we may initiate Alerts very late at night or very early in the morning. Account information sent to you through Alerts may not reflect transactions that we have not fully processed or posted. Alerts may be delayed due to systems or service outages, technology failures or system capacity limitations.

15.3 Terms Specific to Card Monitor Controls. You understand and agree that: 1) Controls do not eliminate your duty to examine account statements; 2) Controls do not eliminate your responsibility for any transaction that you, or someone that you have provided your debit card information to, authorize; 3) Controls are not intended to replace your account statements or any other communications we may provide to you regarding your account; 4) The procedures for handling unauthorized transactions, and your liability for such transactions, are set forth in the Deposit Account Agreement; and 5) Controls will not block pre-authorized recurring transactions.

15.4 Additional Terms. In connection with Card Monitor, please note the following: 1) You may not be able to enroll in Card Monitor if your account is not in good standing; 2) We may revise these terms by presenting you with an update to this Agreement which you would need to accept at login in order to continue enrollment in Card Monitor; 3) We make no promise to you that enrollment in Card Monitor will reduce the chance of fraud or misuse of your account; 4) Card Monitor is subject to any limits that we may periodically set, including limits on the number of Alerts we may send, types of Controls you may enable, or limits upon cardholders who may enroll as well limits on Card Monitor functionality; 5) The Bank does not control merchant type or transaction type categories, which are defined by the payment processing network; 6) We may suspend or terminate Card Monitor at any time; and 7) Not all Card Monitor features may be available to all cardholders.

Our Alerts and Controls are largely based on transaction information passed to us by payment networks and merchants. We generally do not verify the accuracy of this information. If such information is inaccurate, not consistent with an aspect of the transaction or not received by us in a timely manner, it may cause us to improperly send or not send an Alert or apply or not apply a Control. For example, if you set a Control to limit the use of your card to merchants in Illinois, we may permit your card to be used at a merchant in California if the transaction information for some reason reflects an Illinois address for the merchant. We have no responsibility to you when we send or not send an Alert or apply or not apply a Control based on our reliance on transaction information provided to us (or provided to us late) by a merchant or card network.

In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

If you have any questions about Card Monitor or these terms, please visit the Card Monitor FAQs within the mobile application, the Card Monitor page on [bmo.harris.com](http://bmo.harris.com) or call us at the number listed on the back of your card or the number listed on your account statement.

16. 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 to 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.

17. Customer Service. If you have any questions about the Services, email [onlineservices@bmo.com](mailto:onlineservices@bmo.com) or call us at 1-888-340-2265. For Text Messaging services, you can also text the word HELP to 427747 to get additional information about the service. You can text the word STOP to 427747 to discontinue your Text Messaging service. We do not charge for help or info messages; however, your normal wireless provider rates apply.

18. Termination. If your account with BMO Harris is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, and (d) that we shall not be liable to you or any third party for termination of access to the Services.

18.1. Your Right to Terminate. You may terminate this Agreement by requesting that we terminate your Online Banking access.

18.2. Suspension or Termination by Us. We may terminate this Agreement and close your BMO Harris account for any reason or no reason at any time upon notice to you. We may terminate Online Banking services as provided in the Service Agreement. We may also suspend or discontinue the Services at any time for any reason, including if you or your accounts are not eligible for the Services, if we believe you are in breach of the Service Agreement, this Agreement, or your Account Agreement with us, or in the event your mobile service terminates or lapses.

19. Limitations of Liability. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Part Two of this Agreement, which is the responsibility of the Licensor. 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.

20. 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.

21. 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.

22. Change in Terms and other Amendments. We may add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement and the terms and conditions of the Services. You agree that all notices or other communications may be sent to you electronically through an e-mail message, by regular mail, or by posting changed terms at [www.bmoharris.com/legal](http://www.bmoharris.com/legal). You should periodically visit this website page to review the most current Agreement applicable to Mobile Banking. 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); charge, modify or waive any fees required to use the Services; or offer opportunities to some or all users of the Services.

23. Other Provisions. Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you, us, the Licensor and our processor, with respect to the provision of the Services. 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.

## Part Two

1. License. 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 solely to engage in Mobile Banking activities. The Services includes the Licensor's website, any App Software, programs, documentation, tools, internet-based services, components, and any updates (including App Software maintenance, service information, help content, bug fixes or maintenance releases) thereto 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.

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7. Miscellaneous. This provisions in this Part Two of the Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

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