

Business Cardholder Agreement

BMO



Business Credit Cardholder Agreement

1. AGREEMENT. This Cardholder Agreement (“Agreement”) and the following documents (collectively, “Cardholder Documents”) govern the possession and use of your BMO Business Platinum Credit Card and BMO Business Platinum Rewards Credit Card business credit card account (“Account”) issued by BMO Bank N.A. (“Issuer”):

- The card carrier (“Card Carrier”) we send with the credit card or cards (“Card”);
- The Supplemental Credit Terms (“Supplement”) we provide on or with the Card Carrier;
- The application or solicitation (“Application”) signed or otherwise submitted to request the Account; and
- Any PIN mailer provided to you that contains your personal identification number (“PIN”).

The Card Carrier, Supplement, Application, and PIN mailer are part of this Agreement.

By accepting, activating, signing, using, or authorizing use of the Card or Account, or by failing to cancel the Account within thirty (30) days of receipt of the Card, you agree to the terms of this Agreement.

2. PARTIES AND ADDRESSES. In this Agreement, except as otherwise provided below, “you” and “your” refer to: (i) the business identified in the “Company Applicant Information” section of the Application (“Company”); (ii) any individual on the Application agreeing to be jointly and severally liable with the Company; and (iii) sole proprietors. For existing Accounts with sole proprietors approved for joint credit, “you” and “your” also refer individually and collectively to each person who submitted a joint application for credit. “Authorized User” means any person to whom we have issued a Card at your request. “Cardholder” means you and any Authorized User. You are the “Primary Cardholder.” “We,” “us” and “our” mean the Issuer or any person or entity to which the Issuer sells or gives the Account. For existing Accounts with a guaranty, “Guarantor” means any person who signs a personal guaranty pursuant to which that person agrees to personally guarantee payment of any and all obligations under this Agreement or any subsequent agreement governing the Account (“Personal Guaranty”). These terms have the same meanings when used in monthly billing statements (“Statement”).

For purposes of this Agreement, you agree and represent that you may be contacted at the Company’s address shown on the Application or that you designate for the receipt of Statements from time to time. You agree to notify us promptly if the

Company changes its address. Until we are notified that the Company’s business address has changed we will continue to send Statements and other notices to the last address we maintained on the Account for that purpose. You agree that we can send Cards and other communications regarding Cards issued to Authorized Users to the last address we maintained on the Account for the Authorized Users or an address provided by the Authorized User.

3. ACCOUNT FOR COMMERCIAL PURPOSES ONLY. The Account will be opened in the name of the Company. The Account is established only for the purpose of purchasing goods and/or services or obtaining cash advances to be used for business, commercial or organizational purposes on behalf of the Company. You agree that Cardholders may use the Account only for business, commercial or organizational purposes, and not for personal, family or household purposes.

You understand that this agreement not to use the Account for personal, family or household purposes means that certain important duties imposed upon creditors, and certain important rights conferred upon consumers, pursuant to federal or state laws will not apply to the Account. You also understand that we will be unable to determine whether any given transaction conforms to this Section 3. You agree that a breach by any Cardholder of the provisions of this Section 3 will not affect our right to (i) enforce your promise to pay for all amounts owed under this Agreement, regardless of the purpose for which any particular transaction is in fact made, or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer Account.

4. USING THE ACCOUNT. You can access your Account by using your Card, Convenience Checks, your Account number (which may also be accessed through an enabled mobile device), or other credit devices. Cardholders can use the Account to make the following transactions:

- **Purchases:** Cardholders can purchase goods or services from any merchant that accepts the Card. Purchases of items that can be traded right away for cash (for example, wire transfers, money orders or foreign currency) will be Cash Advances instead of Purchases (see Section 13 below);
- **Cash Advances:** If the Account includes authorization to obtain Cash Advances, Cardholders can get cash loans as explained in Section 13 below; and
- **Balance Transfers:** You can transfer balances from other credit card accounts to this Account, but you cannot transfer balances from other accounts you have with us. We reserve the right to reverse or reject balance transfer requests that do not meet these requirements. You can use a form that we provide or other method we may offer from time to time. Balance Transfers accrue interest from the date of transaction without a grace period.

Failure of a Cardholder to sign a sales draft does not relieve you of liability for

Purchases made or Cash Advances received. We may limit the availability of certain transactions to Cards assigned to you as the Primary Cardholder. Some transactions may not be available to Authorized Users.

5. ILLEGAL TRANSACTIONS. You agree that the Card or Account will not be used for any transaction that may be illegal under applicable law. Such transactions include, for example, Internet gambling transactions. We are required to comply with prohibitions of the federal Unlawful Internet Gambling Enforcement Act of 2006, by preventing any credit card transaction from being made for the purpose of unlawful Internet gambling.

6. PROMISE TO PAY. You promise to pay us, in lawful money of the United States of America, all Purchases, Cash Advances, Balance Transfers, fees, charges, interest, finance charges and all other debts, obligations and liabilities of every kind and description, arising out of all Account transactions authorized by any Cardholder or any other authorized person or entity, plus any collection costs, including court costs and reasonable attorneys' fees. For sole proprietors approved for joint credit, each of you is jointly and severally liable for payment of the Account. For individuals who have agreed to be jointly and severally liable with the Company, both the individual and Company are jointly and severally liable for payment of the Account. If you are jointly and severally liable, we can ask any one or all of you to pay any or all amounts.

In addition, you consent and agree to the terms of the Cardholder Documents and to the terms contained on the Cards, any sales drafts, credit adjustment memos or Cash Advance drafts signed by or given to any Cardholder. The provisions of this Agreement govern your obligations, notwithstanding any additional or different terms contained in any other documents evidencing an Account transaction.

7. REPRESENTATIONS. You attest that (a) the Company is a valid business entity in good standing under the laws of the jurisdiction of its organization and (b) each person signing any Cardholder Document as an authorized representative of the Company is an owner, partner, proprietor, director, member or other duly elected officer of the Company (an "Authorized Representative") and that pursuant to all requisite resolutions, governing documents or other corporate actions, is authorized to complete an application for credit and to borrow on behalf of the Company.

8. CHANGES IN TERMS. Subject to any requirements and limitations of applicable law, we may change any of the terms of this Agreement. Such changes may include revising or removing existing terms and adding new terms or replacing your Card with a different Card, which may have different benefits and features. The terms changed may include, for example, periodic rates, fees and this Changes in Terms provision. We will give you notice of any change as required by applicable law.

9. CREDIT AND CASH LIMITS. We will inform you from time to time of the maximum amount of the approved credit line under the Account ("Credit Limit"). We will print

the dollar amount of your Credit Limit on the Card Carrier and each Statement. You may make Balance Transfers up to the full amount of your available Credit Limit, subject to any other limits we impose. If you have cash access on your Account, we may establish a maximum amount of credit for Cash Advances ("Cash Limit"), which will be a percentage of the Credit Limit. If we establish a Cash Limit, we will print the dollar amount of your Cash Limit on each Statement. We may also limit the frequency and amount of Cash Advances you may make in any time period.

Cardholders may not make, authorize or allow Balance Transfers, Purchases or Cash Advances in excess of those limits. You may not get a Cash Advance if it would cause the total unpaid balance of Cash Advances (including interest and Cash Advance Fees) to go over your Cash Limit. We may ask you to pay right away any amount over your Credit Limit or Cash Limit.

Notwithstanding such limits, however, you are liable for all Balance Transfers, Purchases and Cash Advances made on the Account by any Cardholder. We may increase or decrease any Credit Limit and/or Cash Limit from time to time. We also may set a limit for other types of transactions, such as Balance Transfers.

10. PAYMENTS AND STATEMENTS. We will send to the address you provide a Statement for the Account for each monthly billing cycle at the end of which:

- There is an undisputed debit or credit balance of \$1 or more; or
- There is any other activity on your Account and we are not prohibited by law from sending a communication to you.

The Statement will set forth the minimum amount you must pay each cycle ("Minimum Payment") and the date that it is due ("Payment Due Date"). We will print the formula we use to calculate the Minimum Payment on the Supplement.

- How to make payments. Make your payment by check, money order, or similar instrument in U.S. dollars. If you write a check, the check must be from a financial institution in the United States. Do not send us cash. You may not use a Convenience Check drawn on an account issued by us to pay us. You can mail your payment to the address shown on your Statement or you can make a payment during normal business hours with a Customer Service Representative at any bank branch identified by the BMO name, brand or logo. Payments made at any other location may cause delay in crediting the account. With your payment, include your payment coupon, which is a part of your Statement. If you do not include your payment coupon, we may delay crediting the payment to your Account. A Late Payment Fee and additional interest may be charged if crediting is delayed. Other options for how to make a payment may be available. Please call us at the Customer Service number provided on your Statement or refer to your Statement for instructions.

We won't treat credits made on your Account, including credits from merchants or some credits made by person-to-person money transfers, as payments, and such credits will not be applied towards reducing your Minimum Payment. We may not make credit

available on your Account in the amount of your payment right away. You cannot use gift cards, gift certificates, electronic certificates or similar instruments purchased by you or anyone else with a BMO Bank credit card to make a payment on your Account.

- **How we credit payments.** Mailed payments received by 5:00 p.m. Central Time on any business day will be credited to the Account as of that day. Payments made at a bank branch identified by the BMO name, brand or logo during normal business hours will be credited on that day. Otherwise, we will credit the payment on the next business day. If a payment is made at any location other than the address on the Statement or a bank branch identified by the BMO name, brand or logo, we may delay crediting that payment.

Subject to any limitations of applicable law, we reserve the right to select the method by which payments and credits are allocated to the Account in our sole discretion. The payment allocation method that we use may result in higher interest on the Account, depending on the types of transactions made and the timing and amount of payments.

You agree not to send us payments marked “paid in full,” “without recourse,” or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the Customer Service address provided on the front of your Statement.

11. INTEREST.

- A. **How We Calculate Interest.** We will calculate interest on your Account each cycle by multiplying a daily periodic rate by the balance subject to the interest rate of your Account as described in section B below. The periodic rate is the annual percentage rate (“APR”) divided by 365. The Supplement shows the APRs that apply to your Account.
- B. **Balance Subject to Interest.** The balance subject to interest is the average daily balance of your Account. We calculate the average daily balance on your Account in three categories: (1) Purchases, (2) Cash Advances, and (3) Balance Transfers. To get the average daily balance for each category, we take the beginning balance of your Account for that category each day. We then add any new transactions in that category, which may include fees and interest. We then subtract any new payments or credits. This gives us the daily balances for each category. We then add up all of the daily balances for each category in the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases, the Average Daily Balance for Cash Advances, and the Average Daily Balance for Balance Transfers.

- C. **When Interest Begins.** You will have at least a 25-day grace period (“Grace Period”) on some transactions. This means you have at least 25 days from the Close Date on your Statement to pay for new Purchases before we charge interest on them. The Grace Period applies only if you had no balance left over from the past billing cycle. This could happen two ways. You could have had no New Balance (or a credit balance) on the Statement for the past cycle. Or, you could have paid the New Balance for the past cycle in full by the Payment Due Date. When the Grace Period does not apply, interest on Purchases begins on the transaction date. The Grace Period does not apply to Cash Advances or Balance Transfers. Interest on Cash Advances and Balance Transfers begins on the transaction date of your Cash Advance or Balance Transfer. If you take advantage of an offer with an Introductory or Promotional APR, we will charge you interest on new Purchases, unless your new Purchases have a 0% APR, or you pay your Account balance, including any Balance Transfers and Cash Advances, in full each month by your Payment Due Date.

- D. **Pay-In-Full Option.** If you have selected a “Pay-In-Full” option on your Account and if we receive payment in full in the amount of the New Balance appearing on your Statement on or before the Payment Due Date each month, we will waive interest charges, except that we will not waive interest charges on Cash Advances or Balance Transfers.

12. RATES. We will use one or more APRs to determine how much interest is owed. The Supplement shows the APRs that apply to the Account.

- A. **Purchase Rate.** The APR for Purchases (“Purchase Rate”) will be the rate shown on the Supplement.
- B. **Cash Advance Rate.** The APR for Cash Advances (“Cash Advance Rate”) will be the rate shown on the Supplement.
- C. **Balance Transfer Rate.** The APR for Balance Transfers (“Balance Transfer Rate”) will be the rate shown on the Supplement.
- D. **Variable Rates.** All rates applicable to the Account are variable.

The applicable rate for each billing cycle will be an index rate (“Index Rate”) plus a percentage we select (“Margin”). Different Margins may apply to different transactions. For example, we may apply one Margin for Purchases (“Margin for Purchases”). We may apply a different Margin for Cash Advances (“Margin for Cash Advances”). We may apply a different Margin for Balance Transfers (“Margin for Balance Transfers”). We will print the Margins for the Account on the Supplement.

The Index Rate is the Prime Rate published in *The Wall Street Journal*® on the last publication day of each month just before each Statement date. If there is no published Prime Rate, we may pick a similar rate. We will tell you what rate we pick.

Variable rates may change if the Index Rate changes. If any variable rate increases, the amount of interest and the Minimum Payment may increase. Any increase or decrease in a variable APR due to a change in the Prime Rate takes effect as of the first day of the following billing period. If a variable rate changes, the new rate will apply to new transactions and existing balances.

13. OBTAINING CASH ADVANCES. If the Account includes authorization to obtain Cash Advances, Cardholders may obtain Cash Advances by either presenting a Card at a participating bank or using an access check we may provide from time to time (“Convenience Check”), and, if requested, providing the proper identifying information and signing the appropriate drafts. You can also get a Cash Advance in one of the following ways:

- **ATM Cash Advances:** Cardholders also may obtain Cash Advances by using a Card at a compatible automated teller machine (“ATM”), provided it is used with the correct PIN. Daily Cash Advances may not exceed the least of the local ATM limit, if any, the withdrawal and dollar limits we establish from time to time, or the Cash Limit. We may limit the frequency and amount of cash withdrawals you may make in any time period. We may terminate or block the ability to obtain Cash Advances at ATMs if we believe that there is unusual activity on the Account or you are in default under this Agreement. All Cash Advances are subject to Cash Advance Fees as described in Section 14.A.4 below and ATM Cash Advances also may be subject to fees established by ATM owners.
- **Convenience Checks:** We may send you Convenience Checks from time to time. We may charge a Convenience Check to your Account at the time we receive it, even if it (1) is post-dated, (2) is stale or (3) will cause you to go over your Credit Limit or Cash Limit. (By “post-dated,” we mean the date of the check is in the future. By “stale,” we mean a bank is not required to pay the check because the date of the check is too far in the past.) You can ask us to stop payment on a Convenience Check. Call or write us at the telephone number or address on your Statement. We cannot guarantee stop payment on Convenience Checks. We will not owe you anything if we fail to stop payment.
- **Cash Equivalents:** Cash equivalent transactions include, but are not limited to, person-to-person money transfers and purchases of items that can be traded right away for cash and person-to-person money transfers (“Quasi-Cash Transactions”) will be Cash Advances instead of Purchases. Quasi-Cash Transactions include, but are not limited to, purchases of casino gaming chips, money orders, deposits, wire transfer money orders, travelers checks, foreign currency and similar items.

14. FEES. You agree to pay the following fees. Fees are subject to applicable law and will be posted to the Account. We may change or supplement these fees from time to time, and if we do, we will provide you with notice of any such change if required by law.

- A. Fees Shown on Supplement.** If a fee applies to the Account, we will print the amount of the fee on the Supplement.
1. A non-refundable **Annual Fee** will appear on your first billing Statement and annually thereafter unless otherwise disclosed;
 2. A **Late Payment Fee** will be assessed on the Account or on each individually billed Card if we do not receive at least the full Minimum Payment by the Payment Due Date;
 3. A **Returned Payment Fee** if any check or similar instrument or any electronic debit for payment on the Account is returned unpaid for insufficient funds or other reason, even if the check, instrument or debit is later honored or paid;
 4. A **Cash Advance Fee** for each Cash Advance;
 5. A **Foreign Transaction Fee** for any transaction any Cardholder makes outside the United States (except Puerto Rico or the U.S. Virgin Islands);
 6. An **Over Limit Fee** if the Account balance or balance on an individually billed Card ever exceeds the Credit Limit during a billing cycle; and
 7. A **Balance Transfer Fee** for each Balance Transfer.
- B. Fees Disclosed at Time of Request.** We also may charge you other fees from time to time. If a fee applies to the Account, we will disclose the amount of the fee at the time the Cardholder requests the service. Some fees that may apply to your Account include:
1. A **Replacement Card Fee** if you request a replacement Card;
 2. A **Dual Statement Fee** if you ask us to send Statements in both paper and electronic form;
 3. A **Document Fee** if you ask for additional copies of Statements, drafts and receipts;
 4. An **Expedited Delivery Fee** (in addition to the Replacement Card Fee above) if you ask us to send a Card by expedited delivery; and
 5. An **Expedited Payment Fee** if a representative of ours helps expedite your payment.
- C. Convenience Check Fees.** Unless prohibited by law, we may also charge you fees associated with your use of Convenience Checks, and we will tell you the amount of the fee at the time you request the service or with the offer accompanying the Convenience Checks:
1. A **Convenience Check Fee** will apply to the use of Convenience Checks;
 2. A **Stop Payment Fee** if you request to stop payment on a Convenience Check; and
 3. A **Returned Payment Fee** if a Convenience Check is returned for non-payment for any reason.

15. CURRENCY CONVERSION. You can make transactions in currencies other than U.S. dollars. If you do, Mastercard will convert the amount of the transaction to U.S. dollars. Mastercard uses either (1) a rate Mastercard selects from the range of rates available in wholesale currency markets for the applicable central processing date, or (2) a rate set by a government for the applicable central processing date. The conversion rate may be different from the published rate in effect on the day that you made the transaction or that we posted the transaction to your Account.

16. AUTHORIZATION OF TRANSACTIONS. We are not responsible (a) if a merchant or financial institution does not honor any Card or Convenience Check or (b) for goods or services purchased by using the Account, except to the extent required by applicable law. Although there may be credit available on the Account, we may be unable to authorize credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of authorizations that may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time the number or amount of allowable authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if authorization for a particular transaction is not given. If any Cardholder exceeds the Credit Limit or Cash Limit, or if the Account is past due, authorization for transactions may be declined.

17. CARDS WITHOUT AN EMPLOYEE'S NAME. If you request that we issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Company or a Card assigned to a vehicle instead of an individual employee, the following additional provisions shall apply: (a) the Card shall be embossed with the name of the department or vehicle, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) notwithstanding Section 21, you acknowledge that the Card will not have a Cardholder's signature, and agree to be liable for all Purchases made with the Card (but in the case of a Card assigned to a vehicle, only from merchants providing fuel and maintenance services), whether or not the Purchases were made by a duly authorized employee; (c) you acknowledge that such Cards entail the risk of merchant rejection as well as a greater risk of unauthorized use because the absence of an individual Cardholder name and specimen signature preclude customary verification that the user of the Card is an authorized Cardholder. You agree not to dispute or contest with or through us whether the use of any such Card or related account was authorized; (d) we will not issue a PIN in connection with the Card for the purpose of obtaining Cash Advances; and (e) notwithstanding anything to the contrary in Section 10, we will provide Statements for the Card.

18. DEFAULT. You agree to observe and comply with this Agreement and not to permit an event of default to occur. You further agree not to take any action or permit any

event to occur that materially impairs your ability to pay when due. Subject to any applicable law, upon the occurrence of any one or more of the following events of default, the full amount of the Account shall, at our option, become immediately due and payable: (a) you or any Cardholder who receives an individually billed statement fails to pay at least the Minimum Payment when due; (b) you fail to observe any covenant or duty contained in this Agreement; (c) you become insolvent or the subject of bankruptcy or insolvency proceedings; (d) you or any Guarantor provide or have provided any information to us that is false in any material respect; (e) you or any Guarantor dies, ceases to exist, changes residency to another state or is subject to a material change in the majority ownership or control; (f) the occurrence of default under any agreement securing the obligations hereunder, including, but not limited to, any Personal Guaranty; or (g) upon termination of any Personal Guaranty, whether by revocation of the Guarantor or otherwise. Subject to applicable law, you agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim you bring or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

19. TERMINATION OF ACCOUNT. Your consent to this Agreement may be terminated at any time by calling us at the Customer Service number on your Statement or writing to us at the address on your Statement. Such termination will not affect your obligations as to any balances or charges outstanding at the time of termination. Your termination will be binding on each Authorized User. Unless terminated earlier, the privilege to use the Cards will expire on the date shown on the Cards.

We can suspend or close your Account at any time. We will not tell you first unless applicable law requires us to do so. We may suspend or close your Account for any reason. One of the reasons may be your default under this Agreement. We also may close your Account if there is a material change with any of your other banking relationships with us.

The Cards are and will remain our property, and Cardholders must surrender them to us on demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. You must return to us any Cards issued to Authorized Users whose privileges have been terminated.

20. CONSENT TO TELEPHONE CALLS AND MONITORING. You authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you and any Authorized Representative on behalf of the Company using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to provide you with information regarding your Account, including information about missed payments, the suspected misuse of your Card, or general servicing items. You authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice over Internet Protocol numbers) you have supplied or will supply to us in connection with your Account or any other account you may have or will establish with us. You understand that anyone

with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

21. AUTOMATIC BILLING UPDATER SERVICE. We participate in the Mastercard® Automatic Billing Updater (ABU) service. When your Card number or expiration date is updated, or your Account is closed, we will provide the updated Card information to merchants who participate in ABU with whom you have automatic billing arrangements (such as telephone, cable companies, insurance and health clubs). Since not all merchants participate in ABU, you should notify each merchant with whom you have automatic billing arrangements of the updated Card information to ensure your payments are not interrupted. If you do not want us to provide your Card updates through ABU, please call the customer service number on the back of your credit card and allow 60 days for your opt out to take effect.

22. LIABILITY FOR UNAUTHORIZED USE. If you notice the loss or theft of any Card or a possible unauthorized use of any Card, call us immediately at the Lost or Stolen telephone number on your Statement. Unauthorized use is any use by an individual other than an Authorized User if made without your knowledge or consent.

Any use by an Authorized User, or by any other person with the knowledge, authority or consent of the Authorized User, or you, is authorized use. If nine (9) or fewer Cards are issued on the Account, you will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before notice to us. In any case, your liability will not exceed \$50. If ten (10) or more Cards are issued on the Account, you will be liable for any and all unauthorized use.

23. SPECIAL PROGRAMS. From time to time, we may offer Special Programs. A Special Program will have some terms that are different from the terms in this Agreement. We will tell you the terms when we make the offer. If you accept the offer, you agree to those terms. Except where the Special Program terms are different, the terms in this Agreement continue to apply to Special Program transactions. The terms in this Agreement also continue to apply to transactions that are not Special Program transactions. We may use your payments up to the required Minimum Payment to pay down Special Program balances before other balances on your Account. This may reduce the time that any Special Program applies to your Account. This also may increase the amount of interest you will owe on the other balances. Special Programs may include, for example:

- **Introductory Rate:** A lower rate (“Introductory Rate”) will apply to your Account or to certain transactions on your Account (for example, Purchases) for a certain period of time (“Introductory Period”). However, the Introductory Period may end sooner. It will end sooner if you do not pay the full Minimum Payment within 60 days of the Payment Due Date. After the Introductory Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has an Introductory Rate, we will print the Introductory Rate and Introductory Period on the Supplement. The Supplement also will explain the transactions to which the Introductory Rate applies.
- **Promotional Rate:** A different rate (“Promotional Rate”) will apply to your Account or to certain transactions on your Account for a certain period of time (“Promotional Period”). However, the Promotional Period may end sooner. It will end sooner if you pay the balance subject to the Promotional Rate before the Promotional Period ends. Except during the first year your Account is open, it also will end sooner if you do not pay the full Minimum Payment by the Payment Due Date. During the first year your Account is open, it also will end sooner if you do not pay the full Minimum Payment within 60 days of the Payment Due Date. After the Promotional Period ends, the rate(s) will increase to the rate(s) that applies at that time. If your Account has a Promotional Rate, we will print the Promotional Rate and Promotional Period on the Supplement or Special Program offer. The Supplement or Special Program offer also will explain the transactions to which the Promotional Rate applies.

24. CREDIT INVESTIGATION. You authorize us to investigate your credit standing before we open the Account or issue Cards and at any time thereafter for any purpose related to reviewing, servicing or updating the Account, including without limitation for purposes of collecting amounts owed under this Agreement. You understand and agree that this investigation may include our obtaining credit reports from consumer reporting agencies.

25. GOVERNING LAW. This Agreement and the Account are governed by federal law applicable to a national bank and, to the extent not preempted by federal law, the laws of Illinois, without regard to its conflicts of law provisions. We have entered into this Agreement in Illinois.

26. ARBITRATION PROVISION. Either you or we can ask the other to resolve a Claim by binding arbitration. By “Claim,” we mean any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to the Account or this Agreement. We intend the term Claim to have the broadest possible meaning.

Claim includes, by way of example and without limitation:

- Claims arising from the Application for or issuance, use, terms, change in terms or addition of terms, closing or collection of the Account or this Agreement;

- Claims arising from advertisements, promotions, or oral or written statements related to the Account, including any Claims regarding information we got from you or we reported to you, credit reporting agencies or others;
- Claims related to the goods or insurance or other services purchased under the Account;
- Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from the Account or this Agreement; and
- Claims regarding the validity, enforceability or scope of this Arbitration Provision or this entire Agreement.

However, the term Claim does not include any Claim relating to the validity and effect of any class action, consolidation and/or joinder waiver.

Arbitration is different from a lawsuit in many ways. If you or we ask for arbitration of a Claim, neither you nor we could get a court or jury to decide the Claim. There may be limits on the amount of information you and we could get from each other before the arbitration. You could not be part of a class of people with similar complaints after you or we ask for arbitration. Except as explained below, the arbitrator's decision will be final and binding. Other rights available to you in court may not be available in arbitration.

The American Arbitration Association ("AAA") or JAMS will conduct any arbitration between you and us. The rules for arbitrations will be those of either AAA or JAMS applicable to commercial arbitrations ("Rules") and in effect when you or we file the Claim. If something in the Rules is different from something in this Arbitration Provision, we will follow this Arbitration Provision. You can get the Rules and other forms by calling the AAA at 1-800-778-7879, visiting the AAA's website at www.adr.org or writing to the AAA at 1633 Broadway, 10th Floor, New York, NY 10019, or by calling JAMS at 1-800-352-5267, visiting the JAMS website at www.jamsadr.com or writing to JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614. If for any reason either the AAA or JAMS cannot, will not or ceases to be an arbitration administrator, we will pick another administrator with similar rules.

If you want to arbitrate a claim, send us notice at BMO Bank N.A., Customer Service, P.O. Box 6101, Carol Stream, IL 60197-6101. Then contact either the AAA or JAMS to find out how to file a Claim. If needed, we will meet for an arbitration hearing in the federal judicial district where you are located or some other place we all agree is convenient.

Arbitration fees can be more expensive than court fees. Unless applicable law requires otherwise, each party has to pay for our own attorney, expert and witness fees, no matter who wins the arbitration.

No Claim can be arbitrated on a class action basis. An arbitration can decide only your or our Claims. You cannot have a joint arbitration with any parties other than persons who use the Account. You also cannot bring together any Claims other than those relating to the Account and persons who use the Account. A court with proper

jurisdiction and not an arbitrator will determine whether this provision prohibiting class actions, joinder and/or consolidation is valid and effective.

This Arbitration Provision relates to a transaction involving interstate commerce. It will be governed by the Federal Arbitration Act ("FAA"), as amended, even if different laws apply to other parts of this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA. The arbitrator will apply applicable statutes of limitations. The arbitrator also will honor claims of privilege recognized at law. Whoever wins the arbitration can get a judgment on the arbitration award in any court having jurisdiction. Judgments include, for example, garnishment, attachment, foreclosure or other post-judgment remedies.

The arbitrator's decision generally will be final and binding. If there is a right of appeal under the FAA, however, any party can appeal the award. The party who appeals must pay for the appeal no matter what happens at the end.

This Arbitration Provision will apply even after you repay the Account and after the Account is closed. If a court decides that any part of this Arbitration Provision is invalid or unenforceable under the FAA, the other parts still apply. However, if a court decides that the part prohibiting class actions, consolidation and/or joinder is invalid or unenforceable, then this Arbitration Provision will not apply.

27. SECURITY INTEREST AND RIGHT OF SET OFF. You grant us a security interest in and a right of set off against any of your monies, deposit accounts, securities and other property now or hereafter held or received by us as security for all amounts that you may owe to us under this Agreement.

28. NO TRANSFER. The Account, Cards, this Agreement, your obligations, and any Personal Guaranty are not transferable or assignable by you, but may be transferred or assigned by us to any other person, with or without advance notice to you.

29. NO WAIVER BY US. We may choose to delay enforcing or to waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

30. SEVERABILITY. If any provision of this Agreement is finally determined to be unenforceable under any law, rule or regulation, all other provisions of this Agreement are still valid and enforceable.

31. ENTIRE AGREEMENT. The Cardholder Documents constitute the entire agreement between us and you relating to the Account and supersede any other prior or contemporaneous agreement between us and you relating to the Account. Except as otherwise provided, if there is any conflict among these documents, the terms of this Agreement control.



Talk with us
1-855-825-9231



Learn more
[bmo.com/us](https://www.bmo.com/us)



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