

BMO HARRIS ONLINE BANKING SERVICES AGREEMENT  
EFFECTIVE AS OF MARCH 15, 2015  
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Your use of BMO Harris Online Banking Services for consumer, business and private bank customers (“*Online Banking*”) is governed by this BMO Harris Online Banking Services Agreement, the BMO Harris Online Banking Services Agreement Electronic Notice and Consent Agreement (the “*e-Sign Consent*”) and any other terms and conditions we furnish to you in connection with Online Banking and the Services (this “*Agreement*”) and your Account Agreement. Certain customers may also have online banking services under your Global Treasury Management Services Master Agreement and Service Descriptions or your Cash Management Services Master Agreement allowing access to services via the Internet (collectively, the “*GTM Master*”). Any such services allowing access to services via the Online Banking for Business on the Internet are governed by the GTM Master. Online Banking is a website offering a variety of content, products and Services. This Agreement is between you and BMO Harris Bank N.A.

When you use or access, or permit any other person to use or access Online Banking and/or any Service, you agree to the terms and conditions of this Agreement. If the terms and conditions in this Agreement conflict with the terms and conditions of your Account Agreement or GTM Master solely as they apply to Online Banking 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, GTM Master or other disclosures that are required by law to be provided by BMO Harris.

Online Banking may provide you with access to several of your BMO Harris accounts, including savings, checking and loan accounts. Please refer to the underlying Account Agreement for each Account you access through Online Banking for additional information about your rights and responsibilities, including those related to liability for unauthorized account use and statement errors created by federal law.

Certain capitalized terms have the meaning provided in Section IX. Capitalized terms not defined in this Agreement have the meaning provided in your Account Agreement.

## I. ENROLLMENT.

At our option, we may permit you to request a Service by Enrolling in a Service online, by telephone or in person at any BMO Harris location. When you Enroll, we will treat it as authorization to provide the Service to you in accordance with the terms and conditions of this Agreement and any terms and conditions we provide to you regarding the Service.

## II. SET UP AND USE OF ONLINE BANKING.

### A. ELIGIBILITY.

In order to activate Online Banking, you must have an Eligible Account with us. By activating Online Banking you warrant that you are eighteen (18) years of age or older, have the necessary legal capacity and are authorized to enter into this Agreement (and if this is a Business

Account, that you are authorized by the business to enter into this Agreement) and to access the Eligible Account(s) through Online Banking. You must also create Security Credentials, and pay any fees described in this Agreement and your Account Agreement.

B. ACCESS.

Online Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when Online Banking may be unavailable for any system maintenance or upgrade. We may modify, suspend, or terminate access to Online Banking at any time and for any reason without notice or refund of fees you may have paid.

C. EQUIPMENT AND SOFTWARE REQUIREMENTS.

To use Online Banking, you need a computer and an Internet browser that meets our current minimum requirements, as set forth from time to time at [www.bmoharris.com/us/about/security-center/how-we-protect-you/secure-browsing](http://www.bmoharris.com/us/about/security-center/how-we-protect-you/secure-browsing). You are responsible for obtaining, installing, maintaining and operating all software and hardware or other equipment necessary for you to access and use Online Banking, including but not limited to, an Internet service provider, current Internet-browsers, the best commercially available encryption, anti-virus and Internet security software (“*Systems*”). You are responsible for any and all fees imposed by such Internet service provider and any associated communication service provider charges. By accepting these terms, you provide consent for BMO Harris to make periodic changes to its equipment and software requirements that do not materially change your ability to access or retain federally required disclosures.

D. ONLINE ACCOUNTS.

When you Enroll in Online Banking, you will have online access to your Eligible Accounts, which are reflected on our records as associated with the Social Security Number or Tax Identification Number you provided when you Enrolled in Online Banking. Not all Services are available for all Accounts or all customers using Online Banking. If you open an additional Account at a later date or if you are added as a signer on an existing Account, you may have online access to your new Account within Online Banking. We may limit your access to Services in our sole discretion.

E. AUTHORIZED USERS - BUSINESS AND PRIVATE BANK CUSTOMERS.

This Section applies only to business and BMO Private Bank customers that authorize other individuals to access Online Banking. To the extent provisions of this Section II.E. conflict with other provisions of this Agreement, the provisions of this Section prevail. If you wish to grant individuals access to Online Banking, please contact your BMO Harris Banker.

You may authorize others to access your Accounts through Online Banking as described below. Access to Online Banking by the Administrator and/or Authorized User will continue until such time as you have given us written notice of any changes to the Administrator and/or Authorized User and until we have had a commercially reasonable time to act upon such notice.

We may at our option and without liability to you, suspend access to the Service to any Administrator or Authorized User at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

You ratify and confirm any and all activities of the Administrator and any Authorized Users appointed by the Administrator conducted through Online Banking whether or not such activities are within the scope of authority you granted to the Administrator and/or Authorized User. You are responsible for the administration, monitoring and control of any Administrator(s) and Authorized Users in connection with their use of the Online Banking.

#### 1. BUSINESSES EXCEPT SOLE PROPRIETORS

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

You understand and agree that each Administrator is authorized to (i) request us to issue Security Credentials to be used in connection with Online Banking and (ii) receive, act upon, use and disseminate for use by Authorized Users on your behalf all such Security Credentials and all documents and correspondence assigning, confirming or otherwise containing same, (iii) add or delete Authorized Users, and (iv) receive and act upon all other notices, documents and correspondence from us respecting the Online Banking including, without limitation, any changes or supplements to this Agreement. We recommend that you establish Alerts that will notify you (i) when we implement your request to establish or change an Authorized User; and (ii) of each transfer executed within Online Banking by an Authorized User.

#### 2. BMO PRIVATE BANK CUSTOMERS AND SOLE PROPRIETORS

If you are a BMO Private Bank customer or a sole proprietor and you otherwise meet our requirements for permitting Authorized User access to Online Banking, you may authorize individuals to access your Account in Online Banking if you execute a power of attorney, acceptable to us. See your BMO Harris Banker for details.

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

The Online Banking Services include the ability to establish Alerts to notify you (i) when we implement your request to establish or change an Authorized User; and (ii) of each transfer executed within Online Banking by an Authorized User. As a BMO Private Bank customer, you agree to establish Alerts to notify you of changes to Authorized Users on your account and of any transfers executed through Online Banking Services. You are responsible for notifying us of any changes to your e-mail address, Mobile Device or telephone contacts to which Alerts are sent. You agree that BMO Harris shall not be liable to you for any unauthorized changes to an Authorized User or transfers executed by Authorized Users that could have been prevented by your establishing of Alerts or maintaining appropriate contact information.

F. ONLINE BANKING SERVICES.

1. *Services Offered.* This Agreement applies to the Services you obtain using Online Banking. Certain customers may receive Services under the terms of this Agreement and certain other services including access to services via the Internet through the GTM Master, which are not available through Online Banking. When you log on to use Services through Online Banking, this Agreement will appear as a link on the footer of the Online Banking web pages.

You will receive Account Access and Alerts when you complete the Enrollment for Online Banking. You may need to separately Enroll in other Services that may be available now or in the future, including, but not limited to, BMO Harris Bill Pay<sup>®</sup>, Total Look, Mobile Banking, and Online Statements, and for business customers, ACH services, BMO Harris Business Bill Pay<sup>SM</sup> and enhanced reporting services.

(i) *Account Access.* You can use Online Banking to: access your Account and perform money transfers between your Accounts on either a one time or recurring basis; view certain BMO Harris Account Information, including balance and transaction information and Account statements; perform self-service Account maintenance; change Security Credentials; communicate with us via secure messaging; and perform other activities.

(ii) *Alerts.* Your Enrollment in Online Banking allows you to activate the Alerts Service. By using the Alerts service, you agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your Account(s). Alerts are provided for your convenience and do not replace your monthly Account statement(s). You understand Alerts may include personal or confidential information about you such as your name, Account Information, and Account activity or status. Your receipt of each Alert may be delayed or impacted by factors not within our control, such as how often you check your Alerts, and other factors such as those pertaining to your Internet service provider, phone carrier, or other parties. We will not be liable for (a) losses or damages arising from any non-delivery, delayed delivery, or misdirected delivery of the Alerts; (b) inaccurate content in the Alerts; or (c) any actions taken or not taken due to an Alert.

(iii) *Bill Pay.* If you Enroll in either BMO Harris Bill Pay for Personal Accounts or BMO Harris Business Bill Pay for Business Accounts, you can pay bills

either on an automatic, recurring basis or periodically as you request. To Enroll in this Service, click on the Payments tab in Online Banking and complete Enrollment. When you Enroll, you acknowledge that you have read and agree to the terms and conditions of this Agreement including the applicable Bill Pay terms and conditions in Sections VI and VII.

(iv) *Total Look.* If you Enroll in Total Look, you can view, organize and maintain information about your BMO Harris Account(s) as well as your non-BMO Harris accounts that you access online. To Enroll in this Service, click on the Total Look tab in Online Banking or Mobile Banking and complete Enrollment. When you Enroll, you acknowledge that you have read and agree to the terms and conditions of this Agreement including the terms and conditions governing Total Look in Section VIII.

(v) *Mobile Banking.* If you Enroll in Mobile Banking, you can access certain Online Banking Services through a Mobile Device, in addition to through your computer. When you Enroll in Mobile Banking, you acknowledge that you have read and agree to the terms and conditions of this Agreement and the Mobile Banking, Text Messaging and Remote Deposit Service Enrollment Terms and Conditions (“*End User Terms*”) provided to you during your Mobile Banking Enrollment.

(vi) *Online Statements.* We will provide certain BMO Harris Account Information electronically, including Account statements for your Eligible Account(s), through Online Banking. If you want to receive statements only in electronic form only (“*Online Statements*”), you must Enroll in Online Statements. To Enroll in this Service, either click the Statement Preferences button located on the Online Statements page accessible through the Accounts tab, or click the Preferences link in the header or footer of the page and select Statement Preferences. When you Enroll, you acknowledge that you have read and agree to the terms and conditions of this Agreement and the BMO Harris Online Banking Electronic Communications Delivery Notice and Agreement provided to you during your Enrollment.

(vii) *Service Changes.* We may, from time to time, modify any Service to include additional Accounts as Eligible Accounts in Online Banking, introduce new Services to Online Banking or new features to existing Services, or modify or delete existing Services or features in our sole discretion. By using any new or modified Services or features when they become available, or if you permit any other person or entity to use or access the Service, you agree to be bound by these or any revised terms and conditions concerning these Services or features.

#### G. FEES.

You may incur fees if you use some Services available through Online Banking. Please review the terms and conditions, and any applicable fee schedules we provide to you when you Enroll or use each Service, as applicable. You authorize us to debit your Account for all fees when incurred. In addition, other charges such as, Internet service provider fees, communication

charges and the purchase of financial management software (if any) are your responsibility. We reserve the right to add or modify fees from time to time and will notify you when we do so.

#### H. TRANSFERS. (DOES NOT APPLY TO TRANSFERS OUTSIDE THE BANK.)

1. You must have at least two (2) Eligible Accounts between which transfers may be made. Transfer amounts are limited to (i) your available balance plus the available credit of any overdraft line of credit, or (ii) the available credit of the credit line, if the Account is a credit account. You authorize us to debit your Account for funds transfers you initiate through the Service. We will not be obligated to make any transfer you may request unless there are sufficient available funds or available credit in your Account to pay the amount of the transfer on the transfer date. If there are insufficient available funds (or available credit) to pay the amount of a transfer, we may, but are not obligated to retry the transfer at a later date. Transfers are subject to any limitations on the number of transactions that apply to your Account(s) as provided in your Account Agreement.

#### 2. *Processing of Transfer Requests.*

a) Transfers can be made, on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals, such as, a one-hundred dollar (\$100) transfer from a checking to a savings account which occurs every two (2) weeks. You agree to have sufficient available funds or available credit on the date each transfer is scheduled to occur.

b) At the time you schedule a transfer, we provide you with the cut-off times for each transfer and the amount of funds available. All transfers received before the cut-off time will be processed on the day the transfer is scheduled to occur.

c) Administrators may limit the daily and per transaction amount for internal transfers for any Account by each Authorized User.

#### I. SECURITY CREDENTIALS.

We are authorized and entitled to act on transaction and other instructions received using your Security Credentials, and you agree that the use of your Security Credentials will have the same effect as your signature authorizing the transaction(s). If you disclose your Security Credentials to any person or entity, including any data aggregation service provider, direct us to assign Security Credentials to any entity or person, or permit any other person or entity to access or use Online Banking, you are responsible for any activity and transactions performed from your Account(s) by such person or entity and for any use of your personal information and Account Information by such person or entity. The loss, theft or unauthorized use of your Security Credentials could cause you to lose some or all of the money in your Account(s), plus any amount available under any line of credit. It could also permit unauthorized persons to



have access to your personal information and Account Information and to use the information for fraudulent purposes including identity theft.

You are responsible for maintaining the security of your Security Credentials and for any financial transactions performed or information received using such Security Credentials to the fullest extent allowed by law.

We will ask for your Security Credentials to confirm your identity only when you log on to Online Banking or if you call us. We will never contact you via e-mail, secure messaging or telephone requesting your Security Credentials. If you are ever contacted by anyone asking for your Security Credentials, you should refuse and immediately contact us. You may be the target of attempted identity theft.

#### J. ADDRESS OR OTHER CHANGES.

It is your sole responsibility to ensure that the contact information with the Bank is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. If your internet service provider alerts us that the email address you provided to us is invalid, we reserve the right to stop sending Alerts and notices to that email address. You will continue to receive messages through the Message Center in Online Banking. Individuals (not businesses) may request address changes through Online Banking or by contacting Customer Service at 1-888-340-2265. Businesses may request address changes by contacting Customer Service at 1-888-340-2265.

#### K. REPORTING UNAUTHORIZED ACCOUNT ACCESS.

If you believe someone may attempt to use or has used Online Banking to access your Accounts or your Account Information without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-888-340-2265. You may also contact us electronically by sending a secure e-mail message through our secure messaging system located within Online Banking, or by writing to us at: BMO Harris, P.O. Box 94019, Palatine, IL 60094-4019. To report potential errors, such as unauthorized transactions or statement errors, please refer to the procedures described in your Account Agreement.

#### L. INDEMNITY.

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' fees that we may incur in connection with a third party claim or otherwise related to your use of Online Banking, the use of Online Banking by anyone using your Security Credentials or the Security Credentials we assign to someone else at your direction, or your violation of this Agreement or the rights of any third party. Your obligations under this section survive termination of this Agreement.

M. LIMITATIONS ON OUR LIABILITY.

1. *Access.*

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

2. *Your Systems Including Computer Equipment and Software.*

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

We are not responsible for any error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems, including your Internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities and computer hardware) to access or communicate with Online Banking.

N. TERMINATION.

We can terminate your Online Banking access or any Online Banking Service under this Agreement at anytime without notice to you for any reason. If we terminate your Online Banking access or any Online Banking Service, you may no longer have access to certain services. If you voluntarily terminate your Online Banking access or access to any Online Banking Service, you will need to re-enroll in Online Banking or the terminated Service before using Online Banking or the terminated Service.

You may terminate your Online Banking access or any Online Banking Service at any time by contacting us. If you terminate your Online Banking Service all unprocessed transfers will be canceled and all Scheduled Payments through the Bill Pay Service for all Accounts will be cancelled. You must make other arrangements to make these payments.

O. 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 any Service you use. We will send written notice to you if required by applicable law. You agree that all notices or other communications we are required to provide to you may be sent to you electronically

through an e-mail message, or by posting changed terms on our Online Banking website, or by regular mail. Please access and review this website regularly. If you continue using any Service after the effective date of the notice, you are bound by any such change to this Agreement.

P. ACCOUNT AGREEMENTS.

In addition to this Agreement, you agree to be bound by such other terms and conditions we furnish to you in connection with Online Banking and the Services which you access using Online Banking. For certain customers, this Agreement does not apply to services you access through the Internet which you receive through the GTM Master. When you add an Account to Online Banking you do not change the terms of the Account Agreement(s) that already apply to your Account. You should review those Account Agreement(s) for applicable fees, funds availability policies, limitations on the numbers of transactions and other restrictions that may limit your use.

In the event of a direct conflict between the terms of this Agreement, any other terms and conditions we furnish to you in connection with Online Banking and the Services, and your Account Agreement, unless specifically set forth in the other terms and conditions we furnish to you in connection with Online Banking and the Services, the order of priority is as follows: (i) this Agreement; (ii) the other terms and conditions we furnish to you in connection with Online Banking and the Services; and (iii) the Account Agreement.

You acknowledge and agree that we may honor signatures as provided by you for your Account Agreement. You further acknowledge and agree that in the event we have no signature card on file for you that we are authorized to rely and act on any signature we have on file for you (such as on a check) and if there is no signature on file that we in our sole discretion may (i) pay any transaction or Item or (ii) return any transaction or Item without honoring it, without liability.

Q. RECORDS.

Our records kept in the regular course of business will be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. The Online Banking information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take any action. BMO Harris Account Information provided to you as part of Online Banking is not the official record of your Account or its activity.

R. ELECTRONIC NOTICE.

You may use e-mail through our secure messaging system to contact us about inquiries, maintenance and/or certain problem resolution issues. Regular e-mail may not be a secure method of communication; therefore we recommend you do not contact us by regular e-mail. There may be times when you need to speak with someone immediately (especially to report a

lost or stolen Security Credentials, or to stop a payment). In those cases, do not use e-mail. Instead, please call us at 1-888-340-2265.

In the e-Sign Consent provided to you as part of your Enrollment in Online Banking, you agree that the Agreement and all Notices (both as defined in the e-Sign Consent) may be provided to you electronically rather than in paper form. Please refer to your copy of the e-Sign Consent for additional information on withdrawing your consent or requesting paper copies of the Agreement and any Notices.

S. HOURS OF OPERATION.

Our representatives are available to assist you seven (7) days a week by telephone at the numbers and times provided in the “Contact Us” link on [www.bmoharris.com](http://www.bmoharris.com) or through our secure messaging system located within Online Banking.

T. OWNERSHIP OF WEBSITE.

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

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

U. WEB SITE LINKS.

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

V. GOVERNING LAW.

This Agreement is governed by and construed in accordance with federal law and the laws of Illinois, without regard to Illinois conflict of law provisions. The Accounts and Services accessed using Online Banking are governed by the applicable Account Agreement including the law governing the applicable Account Agreement. 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.

W. SCOPE OF AGREEMENT.

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

III. PARTIES' RESPONSIBILITIES - PROVISIONS APPLICABLE TO CONSUMER ACCOUNTS ONLY.

A. JOINT ACCOUNTS.

If your Account is a joint account, we may act on the instructions of any Account owner.

B. LIMITATIONS ON BANK'S 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, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF ONLINE BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT ONLINE BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE, IS PROVIDED ON AN "AS IS" BASIS, AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES

AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE BANKING AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE.

C. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

1. If you are a consumer customer and use the Online Banking Service to make transfers or use BMO Harris Bill Pay from your Deposit Account(s), the procedures for handling unauthorized transactions, and your liability for such transactions, are set forth in Section 5 of your Deposit Account Agreement. You may also be eligible for the Online Banking Guarantee if your unauthorized transfer meets the terms and conditions for eligibility provided in Section III.E below.

2. The Online Banking Service may allow you to access one or more Loan Accounts with BMO Harris. With open-end Loan Accounts, you may be liable for the unauthorized use of your Loan Account. Please refer to your Loan Account Agreement for further information.

3. Please call us AT ONCE at 1-888-340-2265 if you believe your Security Credentials have been lost or stolen. Telephoning is the best way to minimize your losses.

D. RESOLVING ERRORS OR PROBLEMS.

1. If you think your Deposit Account statement is wrong or if you need more information about a transfer listed on the statement, contact us by telephone at 1-888-340-2265, contact us electronically by sending a secure e-mail message through our secure messaging system, or write us at BMO Harris Bank, P.O. Box 94019, Palatine, IL 60094-4019 as soon as you can.

2. If you think there is an error on your Loan Account statement, please refer to your Loan Account Agreement for the procedures for notifying us. Please note that if you do not notify us in writing and in accordance with the procedures set forth in your Loan Account Agreement, we may not be required to investigate any potential errors.

E. ONLINE BANKING GUARANTEE.

In addition to the protections provided under federal law, as described in your Account Agreement, we provide consumer customers with additional protections under our Online Banking Guarantee. If an unauthorized transfer occurs through Online Banking or Mobile Banking, we will pay you the full amount of such unauthorized transfer subject to the limitations provided below (the "*Online Banking Guarantee*"). An unauthorized transfer is a transfer of funds from your Personal Account Enrolled in Online Banking that is not authorized by you. The Online Banking Guarantee does not apply to an unauthorized transfer if:

You have not notified us promptly, no more than two (2) Business Days, following your discovery of an unauthorized transfer from your Personal Account, or your loss of your Security Credentials, or your belief that an unauthorized person has access to your Security Credentials.

You have authorized a person to access your Personal Account by providing your Security Credentials to that person or allowed that person to access Online Banking.

You failed to keep your Security Credentials, your computer or Mobile Device secure. For purposes of this section the term "secure" includes, but is not limited to, (1) maintaining appropriate passwords and other security measures for personal computers and Mobile Devices and (2) storing Security Credentials, personal computers or Mobile Devices in a protected manner so as to prevent access by unauthorized persons.

#### IV. PARTIES' RESPONSIBILITIES - PROVISIONS APPLICABLE TO BUSINESS ACCOUNTS ONLY.

##### A. ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES.

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any action taken by us upon our receipt of any instruction received using your Security Credentials.

##### B. LIMITATION OF BANK'S LIABILITY FOR BUSINESS CUSTOMERS ONLY.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR SECURITY CREDENTIALS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. WE ARE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY REQUIRED SECURITY CREDENTIALS, AND TO ACT ON SUCH INSTRUCTIONS. If we fail or delay in making a transaction, pursuant to your instructions, or if we make a transaction in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability is limited to interest on the amount which we failed to timely transaction, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transaction, but in no event will we be liable to both parties, and our interest payment to either party will fully discharge any obligation to the other. If we make a transaction in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the transaction to the date of the refund,

but in no event to exceed thirty (30) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest will be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

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

#### C. ERRORS AND QUESTIONS.

In case of any questions about Online Banking or your Business Accounts contact us by calling us at 1-888-340-2265, sending us a secure e-mail message through our secure messaging system in Online Banking, or writing to us at BMO Harris, P.O. Box 94019, Palatine, IL 60094-4019. If you have questions about electronic transaction or payments or if you think that your statement is wrong or you need more information about a transfer listed on the statement, contact us immediately by telephone, electronically or in writing as specified above. We must hear from you no later than thirty (30) days after we provided or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

#### V. PRIVACY AND CONFIDENTIALITY.

For consumer customers, our Privacy Policy was provided to you when you opened your Account and is provided to you annually in an Account statement or a separate mailing to the extent required by applicable law. Please review it carefully. To view the most recent version of our Privacy Policy, go to the footer on the [www.bmoharris.com](http://www.bmoharris.com) website, click on "Privacy", then click on the privacy policy for BMO Harris Bank N.A. For Business Accounts, please refer to your Account Agreement.

You understand and agree that BMO Harris is not responsible for the use of your personal and financial information by third parties, if any, that you authorize to have access to Total Look or your personal and financial information. The Privacy Policy does not apply to third party sites from which you aggregate Account Information through Total Look. You should read the privacy policies of all the companies from which you will instruct us to aggregate Account Information. Account Information obtained from third party sites is subject to the Privacy Policy once it is provided to BMO Harris.



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

#### VI. BMO HARRIS BILL PAY SERVICES FOR PERSONAL ACCOUNTS AND BMO HARRIS BUSINESS BILL PAY SERVICES.

These BMO Harris Bill Pay terms and conditions govern your use of BMO Harris Bill Pay Services for personal Accounts and/or BMO Harris Business Bill Pay Services, as applicable (the “*Bill Pay Service*”), which permit consumer and business customers to pay or designate Billers to receive a Bill Payment based on instructions you provide through personal computers or Mobile Devices.

##### A. PAYMENT SCHEDULING.

You may schedule two (2) types of payments to your Billers: One Time Payments or Recurring Payments. The earliest possible Scheduled Payment Date for each Biller will be designated within the Bill Pay Service when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement however, if the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date.

##### B. PAYMENT REMITTANCE.

The cut-off time for Payment Instructions is provided within the Bill Pay Service. Payment Instructions received after the cut-off time on a Business Day or on a non-Business Day will be processed the next Business Day.

##### C. EXPEDITED PAYMENTS.

You may use the Expedited Payment Service to make a same day ACH payment or overnight delivery of a check payment to a participating Biller for an additional fee. You may pay any Biller that is approved by us and eligible for payment under the Expedited Payment Service. Overnight delivery checks are not available to Billers with a post office box address or who are located in Alaska, Hawaii or any United States territory. By providing us with your Billing Account (including, but not limited to, Biller name, Billing Account number and the amount of your payment), you authorize us to initiate and complete the payment scheduled by you through the Expedited Payment Service. We reserve the right to select the Payment Method in which your funds will be remitted to the Biller. You will be notified whether the payment will be made by ACH or check when you are scheduling the payment. It is your sole responsibility to

enter and verify any address for Expedited Payments by check to ensure that the address is correct and that it is a valid overnight package address of the specified Biller.

You may access Expedited Payment Service online whenever the Bill Pay Service is available. However, each individual Biller sets their own business days and payment cutoff times and they are subject to change. To ensure timely payment and obtain the full benefit of the Expedited Payment Service, your Bill Payment Account must be in good standing and you must submit an eligible, accurate Payment Instruction containing all of the information required by the Expedited Payment Service before the cut-off time for the applicable Biller's business day as displayed. Funds will be debited from your Bill Payment Account and credited to your Billing Account on the date we indicate at the time you submit your Payment Instruction. In the event you attempt to schedule a payment after the Biller's cut-off time, you will be asked whether you wish to schedule the payment for the Biller's following business day or if you wish to cancel the transaction. If we are unable to complete the transaction because of insufficient funds in your Bill Payment Account or some other reason, we will send you an email at the email address you have provided with this Agreement. We are not responsible for any charges imposed or any other action taken by a Biller if your Billing Account is not in good standing with the Biller or that result from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if there are insufficient available funds in your Bill Payment Account or if any part of the electronic funds transfer system network is not working properly. The Bill Pay Service Guarantee does not apply to Expedited Payments. You cannot cancel an Expedited Payment.

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

#### D. PAYMENT METHODS.

Payments will be made using the ACH, by paper check, or any other method chosen by us. You agree that we have the sole right to select the method in which to remit funds on your behalf to your Biller (each a "*Payment Method*" and collectively, "*Payment Methods*"). Your payment confirmation will list the Payment Method for each Bill Payment. If a check is used as the Payment Method, a check number will be included in your payment confirmation.

#### E. LIMITATIONS ON PAYMENTS.

The current maximum amount of any single payment is \$100,000 and the aggregate maximum total amount of all payments processed on any Business Day is \$250,000. If a transaction would exceed these amounts, a notice will be separately displayed at the time you submit your Payment Instruction. There are no minimum amounts which apply to a payment. These limits are subject to change from time to time.

#### F. PAYMENT CANCELLATION REQUESTS.

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

#### G. STOP PAYMENT REQUESTS.

Your ability to stop payment of a Scheduled Payment that has been, or is being, processed will depend on the Payment Method and whether your Account is a Personal Account or a Business Account. For Business Accounts, we must have a reasonable opportunity to act on any stop payment request. When using Online Banking with Personal Accounts, you should submit stop payment requests in accordance with the applicable terms in your Account Agreement. To stop any Scheduled Payment that has been, or is being, processed, you must contact Customer Service to submit a stop payment request. If your Bill Payment Account is a Personal Account and the Payment Method is a paper check or electronic funds transfer, you may request a stop payment in accordance with the applicable provisions of your Account Agreement. For all other Payment Methods, although we will make every effort to accommodate your stop payment request, we are not liable to you for failing to do so. You may also be required to present your stop payment request in writing within fourteen (14) days. The fee for each stop payment request will be the current fee for such stop payment as set out in the Deposit Account Disclosure or Business Service Fee Schedule that applies to your Bill Payment Account.

#### H. PROHIBITED PAYMENTS.

You may make payments to Billers within the United States, subject to any maximum payment limits. You agree not to use the Bill Pay Service to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by law. In no event will we be liable for any claims or damages resulting from you scheduling these types of payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected payments will be solely your responsibility and not our responsibility.

#### I. ELECTRONIC BILL DELIVERY AND PRESENTMENT (E-BILLS).

This feature is for the presentment of electronic bills only. It is your sole responsibility to contact your Billers directly if you do not receive your bills. This electronic bill delivery feature does not alter your liability or the obligations that currently exist between you and your Billers. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

1. We are unable to update or change your personal information with the Biller such as, but not limited to, your name, address, phone numbers and e-mail addresses. You

must contact the Biller directly to make any changes. Additionally, it is your responsibility to maintain all usernames and passwords for all Biller websites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating electronic bills for that Biller.

2. Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your Billing Accounts current. Each Biller reserves the right to accept or deny your request to receive electronic bills.
3. Your activation of the Bill Pay Service for a Biller is deemed to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. We will present your electronic bills to you by notification within the Bill Pay Service. In addition, we may send an e-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your sole responsibility to periodically log on to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller.
5. The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. Depending on the billing cycle of each Biller, cancellation of electronic bill presentment may take up to sixty (60) days. We will notify your Biller(s) of the change in status of your Billing Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for paying any electronic bills that are already in process at the time of cancellation.
6. You agree to hold the Bank harmless should you fail to receive your electronic bill. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
7. We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

J. SERVICE FEES AND ADDITIONAL CHARGES.

Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services as disclosed on the Deposit Account Disclosure or Business Service Fee Schedule that applies to your Bill Pay Account. You agree to pay such charges and authorize us to deduct the amount from your designated Bill Payment Account for these amounts and any additional charges that may be incurred by you. For Bill Pay Services for consumers, the Bill Payment Account for Service fees is the Account which the Service or requested transaction impacts. For the Bill Pay Service for businesses, the Bill Payment Account is the first Account Enrolled in the Bill Pay Service. Any fees associated with your Accounts continue to apply. You agree that we may deduct from your Bill Payment Account any amount due, including for an amount due to a payment made under this Agreement.

K. FAILED OR RETURNED TRANSACTIONS.

In using the Bill Pay Service, you are requesting us to make payments for you from your Bill Payment Account. A Scheduled Payment will fail to result in a Bill Payment if any of the following occur:

1. the payment was insufficiently funded;
2. erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
3. a Biller cannot or will not accept a payment delivered by us;
4. we suspect the payment of being fraudulent and have provided notification to you;  
or
5. we suspect that the Biller is a blocked entity under Office of Foreign Assets Control Sanctions.

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

If a Scheduled Payment does not result in a Bill Payment because (a) the Bill Payment Account from which the Scheduled Payment was scheduled has insufficient funds or (b) the Bill Pay Service could not retrieve the funds necessary to make the Scheduled Payment for any reason, then you acknowledge and agree that: (i) your Bill Pay Service will be CANCELLED for ALL of your Accounts; (ii) notice of such a failed Scheduled Payment as a result of (a) or (b) above will also constitute notice of the cancellation of your Bill Pay Service for ALL of your Accounts

and any Scheduled Payments scheduled to be made after the failed Scheduled Payment; and (iii) all Scheduled Payments for ALL of your Accounts (including during the three (3) day period specified below) will be CANCELLED with no further notice to you and will not be made or initiated. This cancellation will remain in effect until we determine whether your Bill Pay Service will be restored. During the time when your Bill Pay Service is cancelled as provided herein, it is your sole responsibility to provide for another means of payment for any cancelled Scheduled Payments. We may, but have no obligation to, attempt to re-submit a failed Scheduled Payment up to three (3) times after the Scheduled Payment fails due to the inability of the Bill Pay Service to retrieve the funds from your Bill Payment Account for payment. If the Bill Pay Service is able to retrieve the funds in any of these subsequent attempts, your Bill Pay Service will resume three (3) days after the Scheduled Payment is made successfully and results in a Bill Payment. After your Bill Pay Service has resumed, we will process (i) Scheduled Payments that you submit through the Bill Pay Service after that date; and (ii) One Time Payments and Recurring Payments that you submitted through your Bill Pay Service prior to its cancellation that are scheduled to occur after the date that your Bill Pay Service is resumed. We will give you notice if and when we restore your Bill Pay Service.

You agree that we are not responsible or liable for the failure to process any Scheduled Payment for any of the reasons described above, including during any time that your Bill Pay Service is cancelled, whether or not there are sufficient funds in your Bill Payment Account(s) during such cancellation period. You also agree to indemnify and hold us harmless from any claims, liability, loss or damages resulting from our actions taken under this Section VI.K. This provision amends and supersedes any conflicting provision of your Account Agreements.

#### L. BILL PAY SERVICE GUARANTEE.

We guarantee that your Properly Scheduled Payment will be received by your Biller on the Scheduled Payment Date and we will bear responsibility for any late payment charges you incur from the Biller due to our processing delay (the "*Bill Pay Service Guarantee*"). A "*Properly Scheduled Payment*" is a Scheduled Payment where the payment is scheduled in accordance with the guidelines described under "Payment Scheduling" in these terms and conditions and at the time the payment was scheduled (i) there are sufficient funds in the Bill Payment Account to make the payment as requested; (ii) your Bill Payment Account is open, Enrolled in the Bill Pay Service and in good standing with us; and (iii) your Billing Account is open and in good standing with the Biller. In addition to the requirement that the late payment be a Properly Scheduled Payment as described above, the Bill Pay Service Guarantee will not apply to any Properly Scheduled Payment that is late (a) as the result of any reason listed under "Failed or Returned Transactions" and "Delayed and Returned Payments" in these terms and conditions; or (b) if you have failed to promptly provide us notice of the late payment no more than two (2) Business Days after your discovery of the late payment received by your Biller. The Bill Pay Service Guarantee applies only to Bill Pay Service for consumer customers.

#### M. SERVICE TERMINATION AND CANCELLATION OF PAYMENTS.

You may terminate your Bill Pay Service at any time. Any Scheduled Payment(s) scheduled to occur before the cancellation date will be completed. All Scheduled Payments,

including Recurring Payments, scheduled to occur after the cancellation date of your Bill Pay Service will not be processed. We may terminate your Bill Pay Service at any time. If any of your Bill Payment Accounts are closed, we will automatically cancel your Bill Pay Service for the applicable Bill Payment Accounts and no Scheduled Payments, including Recurring Payments, will be made by us from any of the closed Bill Payment Accounts. If the primary Account linked to your Bill Payment Account is closed, we will automatically cancel your Bill Pay Service for all your Bill Payment Accounts and no Scheduled Payments, including Recurring Payments, will be made by us from any of your Bill Payment Accounts. You must make other arrangements to make these payments.

N. BILLER AND PAYMENT LIMITATIONS.

Bill Pay Services will be monitored for compliance with laws and regulations governing currency transactions and money laundering. We reserve the right to refuse to pay any Biller to whom you may direct a payment or refuse any Scheduled Payment. We will notify you promptly if we refuse to pay a Biller designated by you or refuse to make a Scheduled Payment. This notification is not required if you attempt to make a prohibited payment under this Agreement.

O. DELAYED AND RETURNED PAYMENTS.

You will be notified if a delay occurs in the processing of your Scheduled Payment. You may be instructed to call Customer Service or we may call you if we need more information in order to process the transaction.

You understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Billing Account number is not valid; Biller is unable to locate Billing Account; or Billing Account is paid in full. We will research and correct the returned payment and return it to your Biller, or void the payment and credit your Bill Payment Account.

P. INFORMATION AUTHORIZATION.

Your Enrollment in the Bill Pay Service may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Bill Payment Account(s) and/or Billing Account(s), we may issue offsetting debits and credits to the Bill Payment Account(s) and/or Billing Account(s), and require confirmation of such from you.

Q. ADDRESS OR OTHER CHANGES.

All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account Information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Billing Account or contact information.

## R. LIABILITY FOR UNAUTHORIZED TRANSFERS OR PAYMENTS

You are required to promptly provide notice to us of any unauthorized transfer at 1-888-340-2265 or by sending an email message through our secure messaging system located within Online Banking. When you give another party your Security Credentials, you are authorizing that party to use the Bill Pay Service and you are responsible for all payments that party performs while using your Security Credentials, even those you did not intend or want performed. If you are a consumer customer, your liability for unauthorized electronic transfers or payments is described in Section 5 of your Deposit Account Agreement and the "Online Banking Guarantee" (Section III.E. above) of this Agreement. Please note that if the Biller you scheduled a payment to is an individual, if the Biller does not appear on a list of pre-approved Billers when you input the Biller's information within the Bill Pay Service, or if we notify you the payment will be made by check, we will make Bill Payments by check to those Billers and Section 5 of your Deposit Account Agreement will not apply. For Business Accounts, your liability for unauthorized electronic transfers is described in "Limitation of Bank's Liability for Business Customers Only" (Section IV.B. above) and "Liability For Transfers and Payments" (Section VII.C. below) of this Agreement.

## VII. ADDITIONAL TERMS APPLICABLE ONLY TO BMO HARRIS BUSINESS BILL PAY SERVICES.

### A. LINKING MULTIPLE ACCOUNTS.

You may use the Bill Pay Service to access Eligible Accounts. These Accounts include Accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same Tax Identification Number ("TIN"). You may be permitted to link Personal Accounts to your Bill Pay Service profile provided you are an Account owner or Authorized User on the Business Account and also an Account Owner on the Personal Accounts to be linked, and all linked Accounts have the same TIN.

### B. RICH REMITTANCE.

You may use the Bill Pay Service to transmit additional detail related to the payment to the Biller such as invoice numbers, credit memo detail and dollar amounts by following the directions within the Bill Pay Service.

### C. LIABILITY FOR TRANSFERS OR PAYMENTS.

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



## VIII. TOTAL LOOK.

Total Look is a personal financial information management service that allows you to better manage your information by consolidating it into a single location.

### A. YOUR ACCOUNTS LINKED THROUGH TOTAL LOOK

You represent, warrant and agree that (i) you are the sole legal and beneficial owner of each account with respect to which you request the Bank to provide Total Look and/or (ii) if you are not the sole legal and beneficial owner of any account with respect to which you request Bank to provide Total Look, including, without limitation, accounts held in joint ownership or in trust, you have the legal authority to include the account in Total Look and to share Account Information with respect to the account. With respect to any beneficial interest in a trust or other fiduciary account for which Account Information is provided at your request, you hereby expressly consent to delivery by the fiduciary of all Account Information which you are eligible to receive to the Bank.

### B. DESCRIPTION OF TOTAL LOOK.

Total Look is an information management service that allows you to consolidate and manage selected information from various websites. Total Look allows you to consolidate, retrieve, view and maintain Account Information stored. After registering for Total Look, you will provide us information about the accounts you wish to aggregate. Total Look periodically obtains your Account Information from us and third party websites based on the information you have previously provided to us. The Bank and the third party vendor that provides Total Look do not have access to the username and passwords you use on other third party websites. You must provide us such username and passwords or other Security Credentials for this Service.

### C. THIRD PARTY INFORMATION, CONTENT, PRODUCTS AND SERVICES.

Other than BMO Harris Account Information, all other information available through Total Look is provided by third parties. We are not responsible for the products, services, and accuracy of information at third party sites or viewed through our Service. You acknowledge that we do not pre-screen content, but that we will have the right (but not the obligation) in our sole discretion to refuse, edit, move or remove any content that is available through Total Look.

### D. NOT INVESTMENT ADVICE.

Any third party information about securities and other investments available through Total Look reflect independent opinions and are not recommendations of the Bank. The information and content provided through Total Look is for information purposes only. It should not be construed as an offer to sell, a solicitation to buy, or a recommendation for any security or other investment by the Bank. You acknowledge that you must perform your own evaluation of any investment based on your investment objectives, financial resources, and risk tolerance. As part of Total Look, the Bank does not have any duty or obligation to utilize third party

information provided through Total Look for the purpose of determining the prudence or suitability of any security transactions between you and the Bank or an affiliate of the Bank or the investment policies or asset allocation for any investment management or fiduciary services provided to you by the Bank or an affiliate of the Bank. In addition, the Bank does not have any duty or obligation to use such information to update investment prudence or suitability information that the Bank currently has on file for you.

E. BROKERAGE PRODUCTS.

Brokerage products and services are NOT FDIC INSURED - NOT GUARANTEED BY ANY BANK - MAY LOSE VALUE. Access to affiliated and other brokerage sites are subject to the terms and conditions or agreements with the specific entity. Information displayed through Total Look is not consistent with the requirements of U.S. securities regulations and is not a substitute for confirmations and statements required by SEC, FINRA and MSRB rules.

F. THIRD PARTY ACCOUNTS.

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

IX. DEFINITIONS.

Certain capitalized terms used in this Agreement are defined below.

“*Account*” means the personal or business accounts that you access using Online Banking including checking account, savings account, money market account, certificate of deposit, Individual Retirement Account, loan, or line of credit account that you have with us.

“*Account Access*” means your ability to access Account and transaction information on Accounts through Online Banking.

“*Account Agreement*” means the *Deposit Account Agreement for Personal and Business Accounts*, effective October 6, 2012 (as amended from time to time, the “*Deposit Account Agreement*”) or the Commercial Account Agreement that governs your deposit account with us, as applicable, any agreements that govern your loan or line of credit Account, and any rules and regulations that govern the use of your Account, including, without limitation, any funds availability agreement, electronic fund transfer agreement or disclosure, our Privacy Policy, and our Deposit Account Disclosure or Business Service Fee Schedule, as applicable, together with any amendments or modifications to such agreements or disclosures.

“*Account Information*” means both information regarding your Accounts accessible through Online Banking and account information for non-BMO Harris accounts stored at third party websites.

“*ACH*” refers to any automated clearing house which processes credits and debits through an electronic network.

“*Administrator*” means, for business customers, the owner of the Account or the individual(s) authorized in an appropriate business resolution to manage the Online Banking Services of the business customer, including, without limitation authorizing additional Authorized Users, assigning levels of online access, and deleting authorizations of Authorized Users and communicating with us on the Account using Online Banking. We may also refer to the Administrator as a Company Systems Administrator. BMO Private Bank customers act as the Administrator of their Account when they appoint an Authorized User.

“*Agreement*” has the meaning set forth in the first paragraph of this BMO Harris Online Banking Services Agreement.

“*Alerts*” means our Service for Online Banking that sends notification to you of certain Account activity through phone, e-mail or another method.

“*Authorized User*” means a person the Administrator, through execution of, as appropriate, a business resolution or power of attorney, has designated as authorized, with respect to designated Accounts, to view Account Information, perform certain transactions and/or communicate with us on the Account using Online Banking. Authorized User may also be referred to as multi-user or additional user.

“*Bill Pay Service*” has the meaning set forth in Section VI above.

“*Bill Pay Service Guarantee*” has the meaning set forth in Section VI.L. above.

“*Bill Payment Account*” means the Account you have designated on your BMO Harris Bill Pay profile for Personal Accounts, or your Business Bill Pay profile for Business Accounts, for us to debit with respect to payments made through Bill Payment in connection with Online Banking.

“*Bill Payment*” means a payment through either our BMO Harris Bill Pay Service for Personal Accounts or BMO Harris Business Bill Pay Service for Business Accounts that allows you to pay or transfer funds to designated Billers based upon your instructions to us using a personal computer or Mobile Device.

“*Biller*” is the person or business entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“*Billing Account*” is your account with your Biller.

“*Business Account*” means an Account that is used primarily for business or commercial purposes and not personal, family or household purposes.

“*Business Service Fee Schedule*” refers to the description of an Account’s features, including a schedule of fees, interest rates (if applicable) and important Account disclosures provided to customers when a business Account is opened, including any changes or amendments from time to time. Business Service Fee Schedules apply to business Accounts and do not apply to personal Accounts.

“*Business Day*” means Monday through Friday, excluding any holiday on which the Bank and/or the Federal Reserve are closed for processing.

“*Card*” means (i) any ATM card, debit card, contactless debit card, or other electronic device or vehicle (such as any digital card, digital code, electronic serial number, mobile identification number, or personalized identification number) that is issued by the Bank and used to access your Deposit Account for an ATM transaction, POS purchase or cash advance or (ii) any credit card used to access your Loan Account. Card excludes any gift card or other prepaid card not directly related to your Deposit Account(s).

“*Customer Service*” means BMO Harris customer service, which can be reached at 1-888-340-2265 or through secure messaging in Online Banking.

“*Deposit Account*” means a checking and/or savings deposit account you have with BMO Harris.

“*Deposit Account Disclosure*” refers to the description of an Account’s features, including a schedule of fees, interest rate information (if applicable) and important personal Account disclosures required by Applicable Law provided to consumers and other personal Account holders when an Account is opened, including any changes or amendments from time to time. Deposit Account Disclosures do not apply to business Accounts.

“*Due Date*” is the date reflected on your billing statement for which the applicable payment is due. It is not the late date or grace period.

“*Eligible Accounts*” are BMO Harris deposit or loan accounts that are accessible in BMO Harris Online Banking from time to time.

“*End User Terms*” has the meaning set forth in Section II.F.1.(v) above.

“*Enroll(ment)*” means the request executed by you pursuant to this Agreement authorizing us to provide a Service to you.

“*e-Sign Consent*” has the meaning set forth in the first paragraph of this Agreement.

“*Expedited Payment*” means a One Time Payment that we process on an expedited schedule.

“*GTM Master*” has the meaning set forth in the first paragraph of this Agreement.

“*Loan Account*” means any loan or line of credit account that you have with us which may be accessed through the Online Banking services.

“*Loan Account Agreement*” means any Account Agreement that governs a Loan Account.

“*Mobile Banking*” means our Service that allows you to use a Mobile Device to access Online Banking, including our Mobile Banking applications, Text Messaging Service and the Remote Deposit Service.

“*Mobile Device*” means a mobile phone, tablet or personal digital assistant (“*PDA*”) that has text messaging capabilities and/or is web-enabled.

“*One Time Payment*” means a single payment to the Biller in the amount designated by you.

“*Online Banking*” has the meaning set forth in the first paragraph of this Agreement.

“*Online Banking Guarantee*” has the meaning set forth in Section III.E. above.

“*Online Statements*” has the meaning set forth in Section II.F.1.(vi) above.

“*Payment Instruction*” is the information provided by you to us for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“*Payment Method*” and “*Payment Methods*” have the meanings set forth in Section VI.D above.

“*Personal Account*” means an Account where the Account owner is an individual and the Account is used primarily for personal, family or household purposes.

“*Properly Scheduled Payment*” has the meaning set forth in Section VI.L above.

“*Recurring Payment*” means payments of a fixed amount designated by you to a Biller designated by you made on a regular time interval or payments of varying amounts made upon receipt of an electronic bill.

“*Remote Deposit Service*” means our Service that is part of Mobile Banking that allows you to make deposits using the electronic image of a check or substitute check with your Mobile Device using our Mobile Banking applications.

“*Scheduled Payment*” is a payment that has been scheduled through the Service but has not begun processing.

“*Scheduled Payment Date*” is the day you want your Biller to receive your payment and is also the day your Bill Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“*Security Credentials*” mean the information we use to identify you when accessing your Accounts and Services and may include security devices, account numbers, personal identification numbers (PINs), Card numbers, User IDs, password, tokens, and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

“*Service*” means each of the Online Banking products and services you access using Online Banking.

“*Systems*” has the meaning set forth in Section II.C above.

“*Text Messaging*” means a process available to you as part of Mobile Banking that allows you to send and receive messages related to your Accounts using your Mobile Device.

“*TIN*” has the meaning set forth in Section VII.A above.

“*Total Look*” means our BMO Harris Total Look<sup>®</sup> service, which is an aggregation service that allows you to view, organize and maintain information about your BMO Harris Accounts as well as your non BMO Harris accounts that you maintain online.

“*You*”, “*your*” or “*yours*” means (i) an individual or business entity who owns an Account or a party-in-interest to the Account (such as a grantor or trustee of a trust account) or (ii) an Authorized User.

“*We*”, “*us*”, “*our*” “*BMO Harris*” or the “*Bank*” mean BMO Harris Bank N.A., or the BMO Harris Bank N.A. affiliate(s) that establishes your Account and provides Online Banking,

and any agent, independent contractor or assignee that we may, in our sole discretion, engage in providing Online Banking and Services.

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