

IMPORTANT INFORMATION

Call 888-340-2265 to opt-out of electronic Notices. Continued enrollment in Online Banking requires acceptance of electronic Notices.

Electronic Notice and Consent Agreement –
Online Account Openings

Effective as of November 23, 2015

To apply to open an Account online, you must consent to us providing the BMO Harris Handbook (including the Deposit Account Agreement), the Deposit Account Disclosures (for personal Accounts only), the Privacy Policy (for personal Accounts only), the Current Rates and Annual Percentage Yields (for personal Accounts only), the BMO Harris Bank Business Service Fee Schedule (for business Accounts only), and any other legal documents or disclosures that we provide to you through the Account opening process (collectively, the “*Account Opening Agreements*”) electronically to you. If you enroll in BMO Harris Online BankingSM as a part of the online Account application process, you must consent to us providing the BMO Harris Online BankingSM Services Agreement electronically to you and agree to receive all changes in the terms of the BMO Harris Online Banking Services Agreement (the “*Online Banking Agreement*”) electronically. Please read this Electronic Notice and Consent Agreement carefully and print or download a copy for your records.

The Electronic Notice and Consent Agreement (this “*Consent*”) applies to (i) each Account that you applied for online using bmo-harris.com and (ii) the Online Banking Agreement and the Online Banking Services provided under the Online Banking Agreement. By signing this Consent, you agree to the terms and conditions of the Account Opening Agreements and, if you enroll in Online Banking as a part of the online Account application process, the Online Banking Agreement (collectively, the “*Agreements*”), and agree to receive in electronic form, online: (i) the Agreements, including any disclosures contained in the Agreements such as those required under the federal Electronic Funds Transfer Act and its implementing Regulation E; and (ii) any notices related to the Online Banking Agreement and Online Banking Services, as well as any amendments or other changes in terms to the Online Banking Agreement (“*Notices*”).

The words “we,” “our,” and “us” means BMO Harris Bank N.A., and the words “you” and “your” means the individual or business entity that is applying for an Account online or enrolling in and receiving Online Banking Services. “*Online Banking*” means BMO Harris Online BankingSM services for consumer, business and private bank customers. “*Services*” means the Online Banking products and services you access using Online Banking.

Capitalized terms not defined in this Consent have the meaning provided in the BMO Harris Handbook.

1. To access, view and retain the Agreements and Notices that we make available to you in electronic form, you must have the following hardware and software:

A computer and an up-to-date Internet browser that meets our current minimum requirements as set forth from time to time at www.bmoharris.com/security under Secure Browsing;
local, electronic storage capacity to retain the Agreements and Notices and/or printer to print them;
a valid email account and software to access it;
an up-to-date device or devices (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet; and
software that enables you to view files in the Portable Document Format (“PDF”).

You understand and agree that we reserve the right to change these hardware and software requirements at any time upon notice to you.

2. You consent to receive the Agreements and Notices in electronic format until you withdraw your consent as described below.
3. The Agreements and Notices that we provide to you in electronic format will be provided (i) via e-mail; (ii) by access to a website which will be provided to you in an e-mail notice we send to you when the Agreements and Notices are available; or (iii) by posting on a website that we designate for that purpose.
4. The Agreements and all Notices provided in electronic format from us to you will be considered “in writing.” You should print a copy of the Agreements and all Notices or download them to your desktop for your records.
5. You are required to provide us with an accurate and complete e-mail address and other information related to your use of Online Banking Services and to maintain and update any changes to the information promptly. You can update information by changing your Preferences in the Home section of your Online Banking account, or by contacting us at 888-340-2265.
6. You expressly agree that we may contact you at the email address, phone number (whether landline or wireless), and address that you provide to us or that we obtain, including from a third party. We may contact you by email, phone number, or letter regarding information related to you or your account. This contact may include but is not limited to your account application, account management/maintenance, informational messages, debt collection, fraud prevention, survey/research, identity verification, compliance with federal or state law or regulations, and/or to determine how you intend to use and fund your account. You expressly agree to allow us (and other companies working with us to service your accounts) to send you text messages and/or artificial or prerecorded voice messages by an autodialer or any other means. Message and data rates may apply.

7. We will provide you with a paper copy of the Agreements and any Notices at your request at no cost. Contact us at 888-340-2265.
8. Continued enrollment in BMO Harris Online Banking requires that you agree to receive all Notices electronically. If you prefer to receive paper Notices, you have the right to withdraw your consent to receive Notices electronically, in which case we will cancel your Online Banking access. Contact us at 888-340-2265 to withdraw your consent to receive electronic Notices. We may treat your failure to provide us with a valid e-mail address, or the malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Notices, at our discretion. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent will be effective only after we have had a reasonable period of time to process your request
9. We reserve the right, in our sole discretion, to discontinue provision of electronic Notices. We will provide you with notice of any such termination or change as required by law.
10. You acknowledge and agree that you consent to receive the Agreements and Notices in electronic form in connection with a transaction affecting interstate commerce and that this Consent, the Agreements and Notices are subject to the federal Electronic Signatures in Global and National Commerce (the “Act”). We and you intend that the Act apply to the fullest extent possible.
11. By clicking (a) “I have read and consent to the Electronic Communications Delivery Notice and Agreement” below, (b) the box acknowledging that you have read and agree to the terms and disclosures in the Account Opening Agreements below, and (c) the “Submit Application” button at the end of the online Account opening process, you agree that:
 - (i) you have read this Consent and the Agreements and agree to be bound by their terms applicable to the Accounts you apply for through bmo Harris.com and each account that you have with us that is governed by the Online Banking Agreement;
 - (ii) you consent to receive the Agreements, this Consent and Notices in electronic form;
 - (iii) you intend to affix your electronic signature to the Agreements and this Consent;
 - (iv) your device(s) satisfies the hardware and software requirement provided in the Consent; and
 - (v) you can access this PDF.