

Credit Cards

BMO Harris Bank®
Consumer agreement

Consumer Cardholder Agreement

Credit Card Cardholder Agreement

This Cardholder Agreement (“Agreement”) and the documents listed in the next sentence (“Cardholder Documents”) govern the use of your BMO Harris Bank Platinum Mastercard®, BMO Harris Bank Platinum Rewards Mastercard®, BMO Harris Bank Cash Back Mastercard®, BMO Harris Bank Premium Rewards Mastercard®, BMO Harris Premier Services Premium Rewards Mastercard®, and BMO Wealth Management Premium Rewards Mastercard® credit card account (“Account”), which is issued by BMO Harris Bank N.A. (“Bank”). The Cardholder Documents include the Agreement and:

- The card carrier (“Card Carrier”) we send with your credit card or cards (“Card”);
- The Supplemental Credit Terms (“Supplement”);
- The application or solicitation (“Application”) you 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. Please read and keep the Cardholder Documents for your records.

DISCLOSURES FOR ACTIVE DUTY MEMBERS OF THE MILITARY AND THEIR DEPENDENTS

The following applies to members of the military and their dependents if, at the time you establish a covered account, you are an active duty member of the military or you are a dependent of an active duty member of the military (as set forth in the Military Lending Act, 10 U.S.C. 987, and its implementing regulations).

The Arbitration Provision of this Agreement does not apply to individuals covered by this section.

1. PARTIES, ADDRESSES AND SIGNATURE

In this Agreement, “you,” “your” and “cardholder” mean each person who applied for an Account approved by the Bank. “We,” “us” and “our” mean the Bank or any person or entity to which the Bank sells or transfers your Account. These terms have the same meanings when used in your monthly billing statement (“Statement”).

Unless you tell us otherwise, we will assume that you live at the address (1) on your Application or (2) where you have told us to send Statements (see paragraph 7 below). You agree to tell us right away of any change in your address. Our address is **BMO Harris Bank N.A., P.O. Box 6101, Carol Stream, IL 60197-6101.**

Your handwritten, electronic or digital signature on any document you sign in connection with the use of your Card or Account is part of this Agreement. Such documents include, but are not limited to, your Card, Application or any accepted sales slip.

For Accounts with more than one borrower (“joint Accounts”), if you are the Primary Applicant on the Application, you are the Primary Cardholder and may have certain administrative rights in managing the Account that a Co-Applicant (a “Co-Borrower”) may not have. If you are unsure of whether you are the Primary Cardholder or Co-Borrower, you may call us at the “Contact Us” telephone number on your Statement or write to us at the address on your Statement.

You may add Authorized Users to your Account. An “Authorized User” is any person to whom we have issued a Card at your request. If you no longer want an Authorized User to use your Account, you must notify us.

2. USING YOUR ACCOUNT

Your Account is to be used only for personal, family or household purposes. You can access your Account by using your Card, Convenience Checks we may issue to you, your Account number (which may also be accessed through an enabled mobile device), or other credit devices.

You can use your Account to make three types of transactions:

- Balance Transfers: You can transfer balances from other credit card accounts to this Account. You can use a form that we provide or other method we may offer from time to time. You cannot transfer balances from other accounts you have with us. Balance Transfers accrue interest from the date of transaction without a grace period;
- Purchases: You can purchase goods or services from any merchant that accepts your Card. Purchases of items that you can trade right away for cash are considered Quasi-Cash Transactions (for example, casino chips) and will be Cash Advances instead of Purchases (see paragraph 14 below); and
- Cash Advances: You can get cash loans as explained in paragraph 14 below.

If your Account is a joint Account, each of you may use the Account.

3. ILLEGAL TRANSACTIONS

You agree that your 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.

4. PROMISE TO PAY

By using your Card or Account, you agree to the terms in this Agreement. You specifically promise to pay all amounts you owe. If you have a joint Account, we can ask any one or all of you to pay any or all amounts. It does not matter which one of you charged the amounts to the Account.

If you let another person use your Account, including an Authorized User, you promise to pay all amounts owed because of that person's transactions.

5. CHANGES IN TERMS

Subject to the 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.

6. CREDIT AND CASH LIMITS

We will set a maximum amount of credit for your Account (your "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 may impose.

The maximum amount of credit for Cash Advances ("Cash Limit") will be a percentage of your Credit Limit. We will print that percentage on the Supplement and we will print the dollar amount of your Cash Limit on each Statement.

You agree not to use your Account for any transaction that would cause the total unpaid balance of your Account to go over your Credit Limit. 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.

We may change the amount of available credit from time to time. This means we may increase, decrease or remove your Credit Limit, and/or Cash Limit. We may also limit the frequency and amount of Cash Advances you may make in any time period. We also may set a limit for other types of transactions, such as Balance Transfers. We may change the amount of available credit without telling you first unless applicable law requires us to do so. Reasons for changes include, for example, your credit history with us and/or your default under this Agreement (see paragraph 18.B below). Other reasons include prevention of fraud and changes to this credit card program or Bank policy. Although we credit your payments as described in paragraph 13.C and D below, we may not make credit available on your Account in the amount of your payment right away.

7. YOUR STATEMENT

We will send you a Statement for each monthly billing cycle in which:

- You owe us or we owe you more than \$1 on the last day of the cycle;
- We impose Interest or a fee;
- There is any other activity on your Account and we are not prohibited by law from sending a communication to you; or
- Applicable law requires us to send a Statement.

The Statement will show important information about your Account, such as:

- The unpaid balance of your Account at the beginning of the cycle;
- Payments or other credits to your Account during the cycle;
- Transactions, Interest, fees, and any other amounts charged to your Account during the cycle;
- The total unpaid balance of your Account on the last day of the cycle (“New Balance”);
- The minimum payment you must make (the “Minimum Payment Due”) and the date that it is due (the “Payment Due Date”); and
- Your Credit Limit, Cash Limit, and the dollar amount of credit and cash available (“Available Credit” and “Available Cash”). We may display your Available Cash as an amount rounded down to the nearest dollar.

We will send Statements and any other notices to (1) the address on your Application, or one of the addresses on your Application for joint Accounts or (2) a different address you give us. If your Account is a joint Account, each one of you agrees that any one of you can pick the address, but we will only send Statements and notices to one address.

Subject to limitations we may impose, you may be able to change your Payment Due Date. For more information, contact us at the “Contact Us” telephone number on your Statement.

8. 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 ("Interest") as described in paragraphs 9 and 10 below. We will charge a minimum Interest charge in the amount shown on the Supplement in any billing cycle that you owe Interest.

9. PERIODIC RATES

We will use one or more periodic rates to determine how much Interest you owe. The periodic rate is the annual percentage rate ("APR") divided by 365. The Supplement shows the periodic rates and APRs that apply to your Account.

- A. **Purchase Rate.** The rate for Purchases ("Purchase Rate") will be the rate shown on the Supplement.
- B. **Cash Advance Rate.** The rate for Cash Advances ("Cash Advance Rate") will be the rate shown on the Supplement.
- C. **Balance Transfer Rate.** The rate for Balance Transfers ("Balance Transfer Rate") will be the rate shown on the Supplement.
- D. **Variable Rates.** 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 give you one Margin for Purchases ("Margin for Purchases"). We may give you a different Margin for Cash Advances ("Margin for Cash Advances") and for Balance Transfers ("Margin for Balance Transfers"). We will print the Margins for your Account on the Supplement.

The Index Rate is the Prime Rate published in *The Wall Street Journal*® on the last publication day of the 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.

If the Index Rate changes, your variable rate may change. For example, variable rates may increase if the Index Rate increases. Any increase or decrease in a variable annual percentage rate due to a change in the U.S. 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. If any variable rate increases, the amount of Interest and the Minimum Payment Due may increase.

10. BALANCE SUBJECT TO INTEREST RATE

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 balance for each category. We then add up all the daily balances for each category for the billing cycle. We then 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.

11. WHEN INTEREST BEGINS

You will have at least a 21-day grace period (“Grace Period”) on some transactions. This means you have at least 21 days from the Closing Date on your Statement (“Statement Closing Date”) 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, Cash Advances and Promotional Balances, in full each month by your payment due date.

12. FEES

All of the fees we charge except the fees for Balance Transfers, Cash Advances, and Convenience Checks will be treated as Purchases in the billing cycle in which the fee is assessed. We will assess fees associated with Balance Transfers, Cash Advances, and Convenience Checks in the same category as each of those transactions.

A. Fees shown on Supplement. We may charge the following fees. If a fee applies to your Account, we will print the amount of the fee on the Supplement. 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.

1. **An Annual Fee** will appear on your first billing Statement and annually thereafter unless otherwise disclosed.
2. **Transaction Fees**
 - a. A **Cash Advance Fee** for each Cash Advance (not to exceed \$10 for any Cash Advance you get under any overdraft protection program we may offer (see paragraph 14 below));
 - b. A **Balance Transfer Fee** for each Balance Transfer; and
 - c. A **Foreign Transaction Fee** for any transaction you make outside the United States (except Puerto Rico or the U.S. Virgin Islands).

3. Penalty Fees

- a. A **Late Payment Fee** if we do not receive at least the Minimum Payment Due by the Payment Due Date. The Late Payment Fee that applies to your Account is the amount printed on the Supplement or the Minimum Payment Due when the payment was late, whichever is less; and
- b. A **Returned Payment Fee** if the payment you make is returned for any reason. The Returned Payment Fee that applies to your Account is the amount printed on the Supplement or the Minimum Payment Due when the payment was late, whichever is less if the payment you make is returned for any reason.

B. Fees disclosed at time of request. Unless prohibited by law, we also may charge you other fees from time to time. If a fee applies to your Account, we

will tell you the amount of the fee at the time you request the service. Some fees that may apply to your account include:

1. A **Replacement Card Fee** if you request a replacement Card;
2. An **Expedited Delivery Fee** (in addition to any other applicable fees) if you ask us to send a Card by expedited delivery;
3. A **Dual Statement Fee** if you ask us to send your Statements in both paper and electronic form;
4. A **Document Fee** if you ask us to provide copies of documents, such as sales slips and receipts; 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.
3. A **Returned Payment Fee** if a Convenience Check is returned for non-payment for any reason.

13. YOUR PAYMENTS

A. Minimum payment. Each billing cycle you must pay at least the Minimum Payment Due by the Payment Due Date. We calculate the largest of the following and then add the greater of any amount that is past due or any amount in excess of your credit limit:

- The New Balance on the billing statement if it is less than \$25;
- \$25 if the New Balance is at least \$25;
- 2% of the New Balance (which calculation is rounded down to the nearest dollar); or
- 1% of your Net New Balance plus any new Interest charges and any new Penalty Fees. We round that number down to the nearest dollar. Net New Balance is your New Balance less any new Interest charges and any new Penalty Fees.

However, the Minimum Payment Due will never exceed your New Balance. You may at any time pay more than the Minimum Payment Due up to the full unpaid balance without any extra charge.

- B. 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 (see paragraph 14 below). Mail your payment to the address on your Statement or deliver it in person to a Qualifying Branch (see paragraph 13.D below). 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 payment options may be available. Please call us at the "Contact Us" 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 may not be applied towards reducing your Minimum Payment Due. You cannot use gift cards, gift certificates, electronic certificates or similar instruments purchased by you or anyone else with a BMO Harris Bank credit card to make a payment on your Account.

- C. When we credit payments and how we apply payments.** If we receive your payment by mail by 5:00 p.m. Central Time on any business day, we will credit the payment to your Account as of that day. Otherwise, we will credit the payment on the next business day. If you make a payment at any location other than the address on your Statement or a Qualifying Branch (see paragraph 13.D below), we may delay crediting that payment. We may use payments up to the required Minimum Payment Due to pay down the balances of your Account in any order we decide. This may include paying balances subject to lower rates of Interest before balances subject to higher rates. For any payment amount over the Minimum Payment Due we will allocate such amounts to pay balances subject to higher

rates of Interest before paying balances subject to lower rates. If your payment is returned as unacceptable for any reason, we may post a transaction to your Account in an amount equal to the credit we previously gave for the payment, and we may charge a Penalty Fee and Interest on this amount from the date your Account originally was credited for the payment. You may also lose any Promotional or Introductory Rates subject to paragraph 22 below.

- D. In-Branch payments.** If you have a BMO Harris-branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any bank branch identified by the BMO Harris name, brand or logo ("Qualifying Branch"). We will credit such payments on the day we receive them.
- E. Disputed payments.** You agree not to send us disputed payments. By disputed payment, we mean a payment of less than the amount due marked "paid in full," "without recourse" or similar language. If you send a disputed payment, we may take it without losing any of our rights. If you want to tell us about a disputed payment, you can send a letter and/or disputed payment to the address listed in paragraph 1 above and not the address on your Statement. You may also call us at the "Contact Us" number provided on your Statement.

14. GETTING CASH ADVANCES

You can get a Cash Advance by taking your Card to a financial institution and asking for cash (see paragraph 6 above). You also can get a Cash Advance in one of the following ways:

- **Convenience Checks:** We may send you Convenience Checks (or Promotional Checks) from time to time. You can use a Convenience Check like a personal check, and it will be subject to the terms provided with the Convenience Checks, in addition to the terms of this Agreement. 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 by calling or writing us at the

“Contact Us” 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.

- ATM Cash Advances: You can get an ATM Cash Advance by using your Card at an automated teller machine (“ATM”). The ATM must accept cards from the Mastercard family of brands. You must use the correct PIN. You can request a PIN by calling the customer service number on the back of your Card or the “Contact Us” number on your Statement. Any terms, conditions or limitations of the ATM network you use will apply to ATM Cash Advances. We may limit the number or amount of ATM Cash Advances you can get in one day. We may stop you from getting ATM Cash Advances if we reasonably believe there is unusual activity on your Account. We also may stop you from getting ATM Cash Advances if you are in default under this Agreement (see paragraph 18.B below).
- Overdraft Protection Advances: If you have a checking or demand deposit account (“DDA”) with us now or in the future and you have enrolled in an available overdraft protection program, we may offer you an automatic Cash Advance to transfer money from your Account to your DDA. The automatic Cash Advance feature of our overdraft protection program may not be available on all Accounts. The amount of the Cash Advance will be the amount of the overdraft rounded up to the nearest \$100, not to exceed your Cash Limit. By overdraft, we mean the total amount by which checks, payments, charges and other items properly chargeable to your DDA exceeds the balance of your DDA. You must be enrolled in the overdraft protection program at the time of the overdraft. The terms and conditions of the overdraft protection program also apply to this type of Cash Advance. We will give you those terms and conditions when you enroll in the program.
- Quasi-Cash Transactions: Purchases of items that you can trade right away for cash (“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.

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 do not promise to authorize every transaction you request. We may limit the number or amount of transactions we authorize on your Account in any one day. We may refuse to authorize any illegal transaction. We may refuse to authorize any transaction that would cause you to go over your Credit Limit or Cash Limit or any other limit we impose on your Account. We may refuse to authorize transactions if your Account is closed or in default (see paragraph 18 below). We will not pay for any harm these actions may cause you, except as required by applicable law. In addition, we will not owe you anything if a merchant or financial institution does not let you make a transaction on your Account. We also will not owe you anything if there is a problem with goods or services you purchase using your Account, except as explained in Your Billing Rights below.

17. UNAUTHORIZED USE

If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should call us immediately at the "Lost or Stolen" telephone number provided on your Statement. 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 your notice to us. In any case, your liability will not exceed \$50.

18. CLOSING YOUR ACCOUNT

- A. How you can close your Account.** You can close your Account at any time by calling us at the “Contact Us” telephone number or writing to us at the “Contact Us” address on your Statement. We will close your Account after we receive your notice. If you close your Account, you must stop using your Account right away unless you and we agree otherwise. You must also destroy and safely dispose of your Card.
- B. When we can suspend or close your Account; default.** 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 may decide you are in default if:
- You do not pay any Minimum Payment Due by the Payment Due Date;
 - You die or become bankrupt, insolvent or incompetent;
 - Someone tries to get your assets, wages or property by filing a legal action against you;
 - We believe any information you gave us is false, misleading or incomplete;
 - You go over your Credit Limit or Cash Limit;
 - You break any promise you make in this Agreement;
 - You are in default under any other loan or security agreement you have with us;
 - You move to, or you live in, a place where we do not, or no longer, offer Accounts (including any location outside the United States).

However, we will not decide you are in default for a reason prohibited by applicable law.

- C. After you or we close your Account.** If you or we close your Account, you must pay the full amount you owe us. The full amount includes amounts you owe that we have not yet billed to you. If we close your Account, we may ask you to pay the full amount right away. We will not ask you to pay right away if applicable law prohibits it or you and we agree that you do not have to. Until you pay us in full, we may continue to charge applicable fees as well as Interest on the amount you owe us. We also may continue to report the amount you owe us to

consumer reporting agencies and other proper parties. You must destroy your Card if we ask you to.

19. COLLECTION COSTS

If we refer your Account to an attorney for collection after your default, we may charge you our collection costs. Collection costs may include court costs and reasonable attorneys' fees. We will charge these costs only when and as permitted by applicable law.

20. SECURITY

We may ask you to give us something valuable to secure payment of amounts you owe under this Agreement. We will not take as security any household goods or real property.

21. OTHER SERVICES

From time to time, third parties may offer you services. These services may include credit card registration, emergency cash service, address change service and other related services. If you purchase a service, we will charge the fee to your Account. If you have a problem with a service, you must contact the third party to resolve it. We will not owe you anything for a claim related to the service. You agree to hold us harmless to the fullest extent possible from any such claims, unless otherwise prohibited by applicable law. These services may be discontinued or the terms of the services changed at any time without advance notice.

22. 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 Due 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 Due 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 Due 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 Due 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.

23. INFORMATION ABOUT YOU

- A. How we use and share your credit information.** When you applied for an Account, you gave us information about yourself. You also agreed that we could request information about your creditworthiness and employment from others (including requesting your consumer report from consumer reporting agencies). We use this information when considering your Application and for any other lawful purpose. These purposes include (1) any updates, renewals or extensions of credit and (2) reviewing or collecting your Account. If you write

to us at Credit Card Marketing, P.O. Box 2035, Milwaukee, WI 53201-2035, we will tell you the name and address of each consumer reporting agency that gave us your consumer report. We may give information about you and your Account to consumer reporting agencies and other proper parties.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

- B. Tell us about inaccurate information.** Tell us if we have inaccurate information about you. Also tell us if we reported inaccurate information about you to a credit reporting agency. Write to us at the address listed in paragraph 1 above. Include in your letter the specific information you think is inaccurate.
- C. Emergency card services.** We may share your personal information with Mastercard International, Mastercard International contractors and service providers, and our contractors and service providers, for the purpose of providing Emergency Card Replacement and Emergency Cash Disbursement services to you.
- D. Authorized Users.** We may share information about your Account with Authorized Users you add to your Account.

24. CONSENT TO TELEPHONE CALLS AND MONITORING

You authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you 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.

25. 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.

26. GOVERNING LAW

This Agreement and your 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 accepted this Agreement in Illinois.

For Maryland residents only, to the extent federal law and the laws of the state of Illinois do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

27. 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 your 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 your Application for or issuance, use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement;
- Claims arising from advertisements, promotions or oral or written statements related to your 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 your 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 your 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 ("Rules") 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, New York 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, VA 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 the address listed in paragraph 1 above. 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 live or some other place we all agree is convenient. Arbitration fees can be more expensive than court fees. After you have paid arbitration fees equal to the fee to file an action in your local state or federal court, you can ask us in writing for help. We will advance up to \$325 toward the filing, administrative and/or hearing fees for any Claim you file against us. At the end of the arbitration, the arbitrator will decide who should pay the arbitration fees. You may have to pay us back some or all of the money we advanced. Unless applicable law requires otherwise, each party has to pay for its own attorneys', experts' 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 your Account. You also cannot bring together any Claims other than those relating to you and persons who use your 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. A group of three arbitrators from either AAA or JAMS will hear the appeal. The group will review all over again any part of the initial award that the party who appeals requests. 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 your Account and after your 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.

You can opt out of this Arbitration Provision if you write to us within 30 days after we open your Account. Send a letter that says you do not agree to the Arbitration Provision.

The letter must include your name, address and Account number. Mail the letter to BMO Harris Bank N.A., Arbitration Opt-out, P.O. Box 6101, Carol Stream, IL 60197-6101. This is the only way you can opt out of the Arbitration Provision. If you opt out of the Arbitration Provision, all other parts of the Agreement still apply to your Account.

28. TRANSFER AND ASSIGNMENT

You cannot give or sell your rights or duties under this Agreement, your Account or your Card to any other person or company. We may give or sell our rights or duties under this Agreement, your Account or your Account balance to any other person or company, with or without telling you first.

29. NO WAIVER BY US; SEVERABILITY

We may delay enforcing or give up any of our rights under this Agreement in certain situations. If we delay enforcing or give up any of our rights, this does not affect our other rights. If we give up a right in one situation, we do not give up the same right in other situations. If a court with proper jurisdiction decides that any part of this Agreement is unenforceable, all the other parts of this Agreement still apply.

30. ENTIRE AGREEMENT

The Cardholder Documents are the entire agreement between you and us relating to your Account. The Cardholder Documents replace any other agreement relating to your Account that you and we made earlier or at the same time. If any of the other Cardholder Documents has any information that is not the same as information in this Agreement, we will follow this Agreement unless the other document says we should follow that document.

NJ RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to do if you find a mistake on your statement

If you think there is an error on your statement, write to us at:

**BMO Harris Bank N.A.
P.O. Box 6101
Carol Stream, IL 60197-6101.**

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What will happen after we receive your letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect any amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount that you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

Your rights if you are dissatisfied with your credit card purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

BMO Harris Bank N.A.
P.O. Box 6225
Carol Stream, IL 60197-6225.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.



Talk with us
1-855-825-9237



Learn more
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