BMO Credit Card Cardholder Agreement

BMO

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Your BMO cardholder agreement

We appreciate you choosing a BMO credit card. This agreement is between you and us in relation to your account and card. It also applies to any renewal or replacement of your card.

This agreement has important information about your account and card. Please read this agreement carefully and keep it to refer to later. It replaces any other agreements we may have sent to you. When you sign, activate or use your card, cheques or account, it means that you have received, understood and agree to all the terms of this agreement. If you do not activate your account and call us to let us know you no longer want the account (see Section 30 for contact details), you won't be bound by this agreement if there are no charges or fees on the account. If your account is closed, you must destroy your card and cheques.

1. About some of the words in this agreement

account means a BMO account set up in the name of the primary cardholder

additional cardholder means each person we have issued a card to on the primary cardholder's account, at the primary cardholder's request

additional card means a card we have issued to an additional cardholder

agreement means the most recent terms and conditions of this cardholder agreement, the card carrier and any other terms or notices that we may provide to you related to the card and your account

balance due means the amount shown on your account statement as the balance due, which is the balance you owe as of the statement date. Your balance due does not include any installment plan payments not yet due

card means a BMO credit card(s) and any renewals or replacements that we issue and any other payment device we provide you to enable you to use the account

card carrier means the documents you receive with your card including an information box that provides important information about your account, such as your credit limit, interest rates, minimum payment and fees

cash advance means an advance of money from us that is charged to the account. We treat cash-like transactions, balance transfers and purchases using cheques the same as cash advances

cash-like transactions mean transactions involving the purchase of items that are similar to and/or can be converted into cash. Cash-like transactions include but are not limited to: wire transfers, money orders, travellers cheques, casino gaming chips and gaming transactions (including betting, off-track betting,race track wagers and lottery tickets)

cheques mean BMO credit card cheques that we may provide from time to time at the request of the primary cardholder, available for Mastercard®* cardholders only

good standing means you are in compliance with this agreement

grace period means the number of days between the date of your account statement and the payment due date shown on your account statement

installment plan means the defined repayment of a balance over a set duration of monthly payments. Your balance owed is moved from your account's purchase category to the installment plan. You may have several installment plans active at the same time

installment plan interest means the interest we charge each month for each installment plan

installment plan monthly fee means the fee we charge each month for each installment plan

installment plan total monthly payment means the amount you must repay each month if you have an installment plan and is made up of the monthly principal amount(s) plus installment plan monthly fee(s) or interest due that statement. This amount will be added to the minimum payment due on your monthly account statement for the duration of the plan

network is the payment card network identified on the front of your card

new installments means the amount shown on your monthly statement as new installments and is the amount that you have put on an installment plan during that statement cycle

payment due date means the date on your account statement on which payment of the minimum payment is due

personal information includes information you provided to us or information we collected from other sources about you, such as your name, address, age, financial data, Social Insurance Number, or employment records, and other information that could be used to identify you

PIN means personal identification number

primary cardholder means the person who applied for a card and in whose name we opened an account

purchase means an advance of money from us charged to the account that equals the amount you paid for goods or services by using your card

purchase exchange rate means the rate we pay to the network on the date the transaction is posted to the account plus the markup percentage shown on the card carrier or in any notice we may provide you

refund exchange rate means the rate we pay to the network on the date the refund is posted to the account, minus the markup percentage shown on the card carrier or in any notice we may provide you

total balance means the amount shown on your account statement as the total account balance, which is the balance you owe as of the statement date plus any installment plan payments not yet due

total debt means the total of all purchases, cash advances, interest charges and fees and any other amounts that may be charged to the account under this agreement

total installments not yet due means the installment plan(s) monthly principal amount to be paid in future payments

transaction means any purchase, cash advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the account

you and your mean the primary cardholder and any additional cardholders

we, our and us mean Bank of Montreal

There are certain terms outlined in this agreement that have equivalent definitions in Quebec (as required by the Quebec Consumer Protection Act). We have outlined them below:

Terms used in Cardholder Agreement	Corresponding meaning under the Consumer Protection Act (Quebec)
Credit Limit	Credit Extended
Interest Charges	Credit Charges
Annual Interest Rate	Credit Rate
Interest-free Grace Period	Period given to pay outstanding amounts without having to pay credit charges, except as regards money advances
Minimum Payment	Minimum periodic payment required
Annual Fees; Other Fees	There may be other charges under this Agreement that we disclose to the Borrower, including fees for returned payments, duplicate statements, cash advances, cash-like transactions, bill payments, cheques, redemptions, inactive accounts, among other

2. Using your card and cheques

You must sign your card as soon as you receive it. You must not use your card after the expiry date shown on your card. Your card is to be used as a personal credit card product, and is not to be used for business purchases.

You can make a purchase or get a cash advance by using your card, writing a cheque or in any other ways we allow. You authorize us to charge the amount of any purchases or cash advances you make to the account. You must not use your card or cheques to get a cash advance from a merchant. If you make a purchase or get a cash advance by providing your card number without presenting your card (for example, by mail, telephone, internet, mobile or any other electronic method), we'll treat the transaction the same as if you had used your card and signed a purchase or cash advance slip.

You may only use your card and cheques as allowed in this agreement.

You must not use your card or account for any illegal purpose, including buying any goods or services prohibited by law. We may monitor unusual transactions for security reasons.

3. Digital/mobile and contactless payments

This agreement applies to all types of transactions on your card or account, including contactless transactions and any transactions using a digital or mobile wallet (example: Apple Pay or Google Pay). BMO and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or digital or mobile transaction. As a result, you may need to use your physical card to complete a transaction if you exceed these limits, even if your account is in good standing.

4. BMO Alerts

Once your new credit card is activated, you will automatically be enrolled in BMO alert notifications to notify you when a payment is due, when there is a security concern with your card, when you are approaching the credit limit on your card, and when you have had a transaction declined. Messages will be sent to the email address or mobile number (text message) you provided on your application. You can manage your alert subscriptions through Online Banking or the Mobile Banking Application.

You may receive an alert when your available credit falls below the threshold you designate in Online Banking or the Mobile Banking app, or $100, if you do not choose an amount. You may not receive the alert before exceeding the credit limit, and therefore, may incur fees.

In addition, for Quebec customers, you may receive an overlimit notice by a phone call, should we not have your email address or mobile number on file, and if such transaction(s) occur. If you wish to modify receiving this phone call, please visit a BMO branch.

If you are enrolled in BMO Alerts and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for BMO Alerts if you have previously subscribed for app notifications.

BMO Alerts are provided as a convenience to you for information purposes only. You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges. You agree that we are not liable to you for any loss or claim that may arise as a result of BMO Alerts sent to you. BMO Alerts may not be available for use outside of Canada.

You are responsible for informing us of any changes made to your contact information and ensuring that the email address or mobile number provided for the purpose of receiving BMO Alerts are accurate and up to date at all times. Alerts may be delayed or prevented because of a variety of factors. We do our best to provide alerts in a timely manner and with accurate information. We do not guarantee the delivery or the accuracy of the contents of any alert. By using alerts, you agree that we will not be liable for any of the following:

(i) any delays, failure to deliver, or misdirected delivery of any alert;

(ii) for any errors in the content of an alert; or

(iii) for any actions taken or not taken by you or any third party in reliance on an alert.

You agree that a BMO Alert does not constitute a bank record for an account. You are responsible for monitoring all account activity.

If you are enrolled in BMO Alerts, as either a primary or additional cardholder, you will receive alerts for transactions conducted on all cards linked to the account. If cardholders are enrolled for BMO Alerts, they will receive alerts for transactions you may have conducted as either a primary or additional cardholder.

Learn more at bmo.com/alerts

5. Ownership of the card and cheques

Your card and cheques belong to us. You are the only person permitted to use your card and cheques and you can't transfer them to anyone else.

6. Other card benefits and services

If any extra benefits or services are added to your card, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any card benefit or service at any time without telling you in advance. If you reside in Quebec, notice of any change or withdrawal will be provided in accordance with the applicable terms and conditions relating to those extra benefits and services.

You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

7. Your credit limit

Your credit limit is provided on your card carrier and on your account statement. The credit limit applies to the account, even if there is more than one card issued on the account. Occasionally, we may offer the primary cardholder the opportunity to increase the credit limit. We will need to obtain the express consent of the primary cardholder before increasing the credit limit. We may reduce the credit limit at any time without telling you in advance. If we decide to reduce your credit limit, it will be in our discretion, and could be for a number of reasons, including but not limited to (a) managing our risk, (b) if we anticipate that you will not be able to meet your expected obligations under this agreement, (c) where we believe continuing our relationship with you may cause a loss to us, (d) if we determine that your account or activity is outside of our tolerable risk, or (e) due to your delinquency or default.

You do not have the right to exceed the credit limit; however on occasion, we may allow the amount owing on your account to exceed the credit limit. Unless you reside in Quebec, if your account exceeds the credit limit, you will pay the over limit fee set out in the card carrier or in any notice that we provide to you.

8. Your responsibility for the total debt

You are responsible for and must pay the total debt. This applies whether or not you incurred the total debt, whether or not the total debt exceeds your credit limit, and regardless of how the total debt was incurred. You must not use the account, or any other credit card account with us, to pay all or any part of the total debt. If you are an additional cardholder then, despite anything else in this agreement, and regardless of when you received your card you are not responsible for paying the total debt if either:

(a) we opened the account on or after October 1, 2012, or

(b) we opened the account before October 1, 2012, but we have told the primary cardholder in writing that the additional cardholders on the account are not responsible for paying the total debt.

The term "***Authorized users***" refers to additional cardholders who are not responsible for paying the total debt. Authorized users cannot give us instructions about the account, such as issuing new cards or changing the credit limit.

If you are an additional cardholder, and neither (a) or (b) applies to you, you are responsible for paying the total debt individually and together (solidarily responsible in Quebec) with the primary cardholder and other additional cardholders.

The term "***co-borrowers***" refers to additional cardholders who are responsible for paying the total debt. As a co-borrower you are not responsible for paying any part of the total debt that accumulates after you tell us in writing that you are cancelling your card.

You expressly consent to us communicating information about you and your account to additional cardholders, whether or not they are responsible for the debt, and to contact additional cardholders for the purposes of communicating such information.

9. Your responsibility for lost, stolen or misused cards

Safeguarding the use of your PIN, card and account

You must keep your account secure. You must take reasonable care to safeguard your card, PIN, account information and cheques against loss, theft or misuse.

To safeguard your PIN:

- you must not voluntarily disclose your PIN
- you must keep your PIN confidential and separate from your card
- you must not write your PIN on your card
- you must not choose a PIN selected from your name, date of birth, telephone numbers, address or social insurance number.

If you do not properly safeguard your PIN you may be liable for unauthorized transactions on your account.

You must not allow any person other than a cardholder to use a card, cheque or the account. If this happens, you will be liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the card or account.

Unauthorized use and liability

You must notify us by telephone immediately about any actual or suspected loss, theft or unauthorized use of any card, PIN, cheque or account information for the account. You may contact us as set out in Section 30. We may take whatever steps that we consider necessary to recover any affected card and, additionally, may report the loss, theft or unauthorized use to the appropriate authorities.

In general, your maximum liability for the loss, theft or unauthorized use of any card, PIN, cheque or account information for the account is $50 per transaction unless you have demonstrated gross negligence or, in Quebec, gross fault, in safeguarding those cards, PINs, cheques or account information for the account.

If someone uses your card or account without your authorization, you will not be liable for such unauthorized use if you meet all of the following criteria:

- you did not contribute to the unauthorized use
- you used reasonable care to safeguard your card and PIN; and
- you notified us by telephone (see Section 30 for contact details) immediately after you learned of the loss, theft or misuse of your card or cheques, or after you suspected that someone else knows your PIN.

If you report to us that your card, a PIN, a cheque or any account information for the account has been lost or stolen or is otherwise at risk of being used in an unauthorized manner, you will not be liable for any unauthorized use of the card, a PIN, a cheque or any account information for the account by someone else after the report is received by us.

You agree to cooperate and help us with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

10. Fees and interest

We will charge the account with the applicable fees and interest shown on the card carrier or in any notice we provide you. We will give you at least 30 days written notice of any increase in fees and interest that we charge you.

11. Foreign currency transactions

Exchange Rate

We convert foreign currency transactions to the currency of your card as described in the card carrier. The purchase exchange rate may not be the same as the rate that was in effect on the transaction date.

Refunds

If you have a Canadian dollar card and a foreign currency transaction is refunded to the account, we convert the transaction to Canadian dollars. If you have a U.S. dollar card and a transaction in a currency other than U.S. dollars is refunded to the account, we convert the transaction amount to U.S. dollars. The conversion is calculated at the refund exchange rate on the date the refund is posted to the account. The refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between the purchase exchange rate and the refund exchange rate means that the amount credited to the account for a refund of a foreign currency transaction will in most cases be less than the original amount charged to the account for the transaction.

12. Promotional interest rates and balance transfers

Occasionally, we may offer you time-limited promotional interest rates on new qualifying transactions related to balance transfers, installment

plans, cheques, cash advances and/or purchases. The promotional interest rates will only apply if the account remains in good standing and you do not exceed the credit limit at any time. When a promotional interest rate ends, your standard interest rate will apply. Promotional offers will also be subject to any additional terms that we set out in the offer.

13. Installment plans

Installment plans allow eligible cardholders to repay specific eligible amounts over a defined repayment schedule. Access to an installment plan is governed by the terms of this Cardholder Agreement and subject to additional terms and conditions available at bmo.com/paysmart.

14. Payments

(a) Your minimum payment

You may pay your account balance in full at any time; however, you must make sure that we receive at least your minimum payment on or before the payment due date shown on your account statement. Your minimum payment calculation is described in the card carrier or in any notice we may provide to you. If your payment due date falls on a weekend or a holiday in the Province or Territory where our records show you live, a payment received by us on the next business day following such payment due date will be considered to have been paid on time. If your statement address is outside Canada, we will use the Federal holidays of Canada to determine whether your payment will be considered to have been paid on time.

(b) Payment methods

You may pay your account by cheque, bill payment, pre-authorized debit or transfer. Please review the back of your statement for more details. If you pay by cheque or bill payment, you must allow enough time to process your payment. If you register your account for pre-authorized debit, you must make sure the funds are available in your bank account on the due date shown on your account statement. If you make a payment using the option to internally transfer funds from a BMO account to your credit card account, your available credit will be updated immediately, but the payment may not be posted to your BMO credit card account and your balance may not be updated for up to two business days. In some cases where you make a payment at the end of your billing cycle, your balance may not be updated until your next statement.

(c) How we apply payments to your account

If you reside outside Quebec:

When we receive a payment, we use the money first to pay off the minimum payment amount appearing on your account statement in the following order:

- First, to any total monthly installment plan payments due;
- second, to any interest that appears on your account statement;
- third, to any fees that appear on your account statement including, but not limited to, annual card fees, and cash advance fees;
- fourth, to credit card balance insurance premiums that appear on your account statement;
- fifth, to any transactions that appear on your account statement;
- sixth, to any fees which have not yet appeared on your account statement; and
- seventh, to any transactions which have not yet appeared on your account statement.

Your payment will be applied to balances within each of the above categories beginning with the lowest interest rate item(s) within the category and continuing to the highest interest rate item(s) within the category.

If you pay more than the minimum payment due, we will apply that excess amount of your payment to the remaining balance on your account statement, as follows:

- First, all items that have the same interest rate will be placed into the same category;
- second, we will allocate the amount of your payment that is in excess of your minimum payment amount to the different interest rate categories in the proportion that the amount in each category represents of the remaining balance.

For example, if your purchases represent 60% of your remaining balance and your cash advances represent 40% of your remaining balance, we will apply 60% of your excess payment towards your purchases and 40% of your excess payment towards your cash advances.

If you pay more than your balance due on your account statement, the excess payment will be applied to transactions that have not yet appeared on your monthly statement, using the same payment allocation described above, and then to any installment plans on your account in order of plan expiry.

If you reside within Quebec:

When we receive a payment, we use the money first to pay off the minimum payment amount (excluding any monthly installment plans payments due) shown on your last account statement, starting first with the debt with the highest credit rate, then to other debts in decreasing order of credit rate. Then we apply each monthly installment plan payment due on their related installment plan, starting with the plan with the highest credit rate, then to other plans in decreasing order of credit rate.

If you pay more than the minimum payment amount (including any monthly installment plans payments due), we will apply the excess payment to your remaining balance due, starting with the debt with the highest credit rate, then to other debts in decreasing order of credit rate.

If you pay more than your balance due on your account statement, the excess payment will be applied to transactions that have not yet appeared on an account statement and any total installments not yet due, starting first with those with the highest credit rate, then to other transactions in decreasing order of credit rate.

(d) Returns and chargebacks

In case of returns and chargebacks, credits will be allocated according to the payment allocation described above. Credits may be applied to the installment plan if there are no other charges on your account. If you have an active installment plan, please refer to the BMO PaySmart terms and conditions at bmo.com/paysmart for more information.

15. Interest on cash advances, installment plans, purchases and fees

We calculate interest on cash advances from the date of the cash advance until the date we receive payment in full. There is no grace period for cash advances. If you choose to create an installment plan, interest, if applicable, will be charged on that installment plan at the interest rate you agreed to in the relevant terms and conditions.

We don't charge interest on purchases, installment plans and fees appearing on your account statement for the first time if you pay your balance due in full (or your total balance for customers with interest-bearing installment plans) within the grace period set out in your card carrier or in any notice we provide to you. Otherwise, interest charges on those purchases, installment plans and fees will appear on your next monthly statement. We will charge interest retroactively from the date of the purchase, installment plan conversion (for customers with interest-bearing installment plans) or fee until the date we receive payment in full.

16. How we calculate interest and applicable fees

The interest rates we charge are:

- the annual cash advance and purchase interest rates shown on the card carrier or any notice we provide to you;

- any installment plan interest rates that we may provide to you; or
- any promotional interest rates that we may provide to you.

Your account statement shows your annual and daily interest rates. If you do not make a minimum payment by the due date two times in any twelve month period, your interest rate will increase as shown on the card carrier or any notice we provide to you. The amount of interest we charge you on each account statement is calculated as follows:

- first, we determine your average daily balance by adding the interest- bearing amount you owe each day and dividing that total by the number of days in the statement period
- next, we determine the daily interest rate by dividing the annual interest rate by the number of days in a year.
- Your interest charge is then calculated by multiplying the average daily balance by the daily interest rate by the number of days in a statement period.

If different interest rates apply to categories of transactions (such as purchases, installment plans, cash advances, balance transfers), we calculate the interest charge based on the average daily balance for each rate. Your account statement shows the interest charges for each category. If your interest rate changes during a statement period, we calculate interest using the rate in effect at the end of that period. We add your interest charge to your balance at the end of the statement period. As a result, we charge interest on unpaid interest.

We will calculate an annual percentage rate (APR) based on the interest and applicable fees you have been charged and we may refund any charges, at our discretion, that would result in your APR exceeding the maximum that we are permitted by law to charge.

17. Estimated time to repay

In calculating the number of years and months required to repay an account balance shown on an account statement if you pay only the minimum payment due each month on the payment due date, we assume that the current annual interest rate for purchases will apply throughout the repayment period. We also use such other assumptions as are required or permitted by applicable law.

18. If you have a problem with a merchant

We are not responsible for any problem you have with a merchant or if a merchant does not accept your card or cheques. Even if you have a problem with a merchant, you are still responsible for the total debt. You must settle any problems you have directly with the merchant. If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this agreement.

19. Limitations on our liability

We try to ensure that you can always use your card. Occasionally, however, you may not be able to do so because of systems or communication problems involving a merchant, the network or us. We may also block use of your card or a particular type of transaction for any reason and without telling you, including in cases where we suspect unauthorized or fraudulent use of the card. Under no circumstances are we liable to you if you cannot use your card.

20. Your account statements and notices

We'll provide account statements and notices to the primary cardholder and any co-borrowers who ask for copies. We will provide this information by mail to the addresses in our records unless both parties agree on another method.

Account statements will be sent monthly. However, if you have a monthly outstanding balance of less than $10 and no payments or transactions have been posted to the account and no interest or

fees have been charged to the account, we will provide you with an account statement every three months. We will not provide an account statement for any statement period during which there have been no transactions and there is no outstanding balance at the end of the period, or your account has been suspended or cancelled due to default and we have demanded repayment of the total debt.

You must contact us (see Section 30 for contact details) of any mistakes or missing information in your account statement no later than 30 days after your account statement date. If you don't contact us, you agree that your account statement is correct, except for any amount we applied incorrectly to the account, which we may reverse at any time. If we can't send your account statement on time for any reason, such as a mail strike, you must contact us (see Section 30 for contact details) at least once a month to get the information you need to continue making your payments as required.

If your account statement or notice is returned to us because of an incorrect address, we won't send you any more account statements or notices, and we may not allow you to use the account until you give us your correct address. It's your responsibility to update us if your address changes.

21. Pre-authorized payments to merchants

You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account. If you wish to discontinue these payments you must contact the merchant in writing to cancel any pre-authorized payments, and review your monthly statements to ensure that the payments have been discontinued. If the merchant continues to charge your account despite your instructions to cancel the pre-authorized payments, we may be able to assist you if you provide us with a copy of the written notice you gave the merchant, along with any other information that we may ask for.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements. In addition, the network may make available an automatic biller update (ABU) service to merchants. If a merchant registers for the network's ABU service, the merchant will automatically receive details of your new account number so that your automatic bill payments continue.

If you do not want us to provide your card updates through the network's ABU, please call us (see Section 30 for contact details). It may take up to 60 days for your opt out to request to take effect.

22. Emergency service (Visa Only)

If you lose your card or it's stolen and we give you an emergency replacement card or an emergency advance of money, the advance of money is the same as a cash advance and any transactions you make with the emergency replacement card are the same as transactions you make using your card. We may not be able to give you an emergency replacement card or an emergency advance of money. Some merchants may not honour your emergency replacement card, and some card benefits and services may not be available with your emergency replacement card.

23. Cancellation of your card

How you can cancel your card:

The primary cardholder may close their account or cancel their card or any additional cards at any time by calling us (see Section 30 for contact details). If the primary cardholder cancels their card, we will also cancel all additional cards associated with the account.

How we can cancel your card:

We may do any of the following, at any time, without telling you in advance:

- cancel any card on the account
- cancel your rights and privileges related to your card
- close the account
- require you to immediately destroy your card(s) and cheques.

If we cancel your card, withdraw your rights and privileges, or close the account:

- we may refuse to honour cheques you write before or after cancellation, withdrawal or closure
- we may seize your card(s) and cheques
- you may not use your card, cheques or account
- you must destroy your card(s) and cheques
- you must pay the total debt immediately. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the total debt
- you must pay the legal fees and expenses we incur to recover amounts you owe us
- you must cancel all pre-authorized merchant payments from the account.

24. Clause required under the consumer protection act (Quebec)

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as section 69 of the General Regulation made under that Act and, where necessary, to contact the Office de la protection du consommateur.

25. Changes to this agreement

From time to time, we may change your agreement including changes to the provisions relating to :

1) Definitions in this agreement

2) Your responsibility for the total debt

3) Transaction fees such as cash advance fees and foreign currency conversion fee

4) Other card benefits and services

5) Your responsibility for lost, stolen or misused cards

6) Problems with merchants

7) Your account statements and notices

8) Authorized users

9) Complaints and privacy

10) How to contact us

We will provide you with a notice at least 30 days before the change takes effect. This notice will be drawn up clearly and legibly and will specify the new clause or the amended clause as well as the date the change will take effect.

If you do not agree with the change and you reside in Quebec, you will be notified of your right to cancel this agreement without cost or penalty by notifying of us no later than 30 days after the change comes into effect.

Your continued use of your card, cheques or account means that you understand and agree to such change.

26. Assigning this agreement

We can assign this agreement or any of its terms to a third party at any time.

27. French language clause

It is the expressed wish of the parties that this agreement and related documents be drawn up in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.

28. Clause required under the consumer protection act (Quebec)

(Open credit contract for the use of a credit card)

1. If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

   The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.
2. A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

   Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.
3. A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

   On receipt of the notice, the merchant must cease to collect the preauthorized payments.

   On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.
4. The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to $50 per transaction. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

5. Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of period is zero.
6. If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.
7. The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.
8. Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

   It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

29. Your personal information

To learn more about how we collect, use, disclose and safeguard your Personal Information, your choices, and the rights you have, please see our Privacy Code (available at bmo.com/privacy, or from any of our branches).

Sharing your personal information

Your personal information is shared with the card network (e.g., Visa, Mastercard) in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including any products or services provided or made available by the card network as part of your product, service or accounts with us), or for any promotions the card network may make available to you.

BMO Financial Group consists of Bank of Montreal and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within BMO Financial Group, to the extent permitted by law, to: ensure we have accurate information about you, and your authorized representatives and beneficiaries; manage our total relationship; provide a better customer experience; meet your needs as they change and grow; and manage our business.

Your choices

Sharing: You may choose not to allow us to share account-specific information within BMO Financial Group, but you understand we will share your Personal Information where two or more BMO Financial Group affiliates provide you with jointly offered products or services.

Direct marketing: You may choose not to allow us to use your contact information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

Please see "***Contact Us***" in our Privacy Code for more details on how to opt out.

Automated decisions: We will also use your Personal Information to make decisions in real time by using tools to automate the processing of your Personal Information, for example, whether to approve or decline your transaction. These decisions can affect the products, services or features we may offer you and are also used to protect you from fraud.

30. How to contact us and complaint resolution

How to contact us:

Customer Contact Centre

If you have any questions on this agreement, please contact us at:

BMO Mastercard cards: 1-800-263-2263

BMO Visa Infinite Privilege* cards: 1-833-256-7137

Other BMO Visa* cards: 1-833-256-7136

8:00 am - 11:00 pm (local time), 7 days a week

Visit: bmo.com/creditcards

For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS).

Lost or stolen cards 24/7 help line:

1-800-361-3361 (Toll free Canada & U.S.)

International 24/7 help line:

1-514-877-0330 (International call collect)

We're here to help – Resolving Customer Complaints

If you have a complaint or concern, we encourage you to let us know and give us the opportunity to make it right. BMO's complaint resolution process is outlined in the **We're here to help – Resolving Customer Complaints** brochure, which is available online at www.bmo.com/main/about-bmo/resolving-a-complaint and at all BMO Bank of Montreal branches.

Our Commitment to You

BMO Financial Group appreciates and values the opportunity to assist you in meeting your financial objectives today, and in the future. We're committed to a strong customer focus: to service, to excellence, and to being responsive to help you reach your goals. This demands that we listen to you, constantly seek ways to enhance your experience with us, and help us earn the right to be your financial services provider.

BMO

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