

Diners Club[®] Credit Card

Cardmember Agreement



BMO



Cardmember Agreement

This document and the card carrier that is sent with the card together make up your Card Agreement and throughout this document are referred to as **Agreement** or **Card Agreement**. The card carrier contains important account information, including your annual percentage rates and **Facts about Interest and Fees**. Please read and keep these documents for your records. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words **you**, **your**, and **yours** mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The word **card** means one or more cards we issue that allows you or an authorized user to obtain credit under this Agreement. It also means any other access device that allows you or an authorized user to obtain credit, including your account number. The words **we**, **us**, and **our** mean BMO Bank N.A., the issuer of your account. The words **authorized user** mean any person to whom you give permission to use your account.

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.

Using Your Account and Your Credit Line

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your card can be used to buy or lease goods or services wherever the card is honored. Your account has a credit limit. The full amount of the credit limit is available to use where the card is honored. Subject to applicable law, we may reduce your credit limit at any time.

Your account may also include a cash limit, which will be a percentage of and subject to your credit limit. With the Club Cash® feature, your card can be used for cash advances through any bank or automated teller machine that accepts the card subject to your cash limit. We may reduce your cash limit at any time, and we may limit the frequency and amount of cash withdrawals you may make in any time period.

We will notify you of any new credit or cash limit either by sending you a notice or through your billing statement. A change to your cash or credit limits may take effect before you receive notification from us. You should always keep your total balance below the credit limit. However, if the total due goes over your credit limit you must still pay us.

Additional Cards

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Billing

Your billing statement shows the New Balance, any interest charges or fees imposed during the billing cycle, the minimum payment, and the payment due date. It also shows your current credit limit; an itemized list of current charges, payments and credits; an interest charge summary; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending billing statements, unless otherwise prohibited by applicable law. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

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.

How We Determine the Balance

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases or cash advances and subtract any credits or payments credited as of that billing period. We then add the appropriate Interest charges and fees and make other applicable adjustments.

Annual Percentage Rates for Purchases and Cash Advances

Your annual percentage rates and the corresponding daily periodic rates appear on the **Facts about Interest and Fees** table. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not an annual percentage rate is based on the U.S. Prime Rate plus a margin is indicated on the **Facts about Interest and Fees** table. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change.

Variable Annual Percentage Rates for Purchases and Cash Advances

The APR will vary with the market based on the Prime Rate. If any annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate for each billing period by adding the applicable margin that appears on the **Facts about Interest and Fees** table to the U.S. Prime Rate published in The Wall Street Journal on the last day of each month. If the Wall Street Journal is not published on that day we will use the rate published in the immediately preceding edition. 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 The Wall Street Journal ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. When a change in an applicable variable annual percentage rate takes effect we will apply it to any existing balances, subject to any promotional rate that may apply.

An increase in the variable annual percentage rate means you will incur a higher interest charge, and perhaps a higher minimum payment.

Promotional Rate and Fee Offers

At our discretion, we may offer you a promotional annual percentage rate for all or a part of any balances. We may also offer you a promotional fee. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate or fee, the corresponding periodic rates, and the period of time during which it is in effect will appear on the offer or card carrier. Any promotional rate or fee offer will be subject to the terms of the offer and this Agreement.

Interest Charges

Interest charges for purchases and cash advances will begin to accrue from the date the transaction is added to the daily balance, as described below, and continue to accrue until payment in full is credited to your account. In order to be eligible for a grace period and to avoid paying additional interest charges on purchases, you must pay the total New Balance listed on the last billing statement by the payment due date on that statement.

We will calculate interest charges as follows

The Balance Subject to Interest Rate on the billing statement is the average daily balance of your account. We calculate the average daily balance on your account in two categories: purchases and cash advances.

- **Purchases:** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any such interest charges and subtract any payments or credits. We do not add in any new purchases. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." This method of calculating the balance subject to interest charge and the periodic rate interest charges results in daily compounding of interest charges.
- **Cash advances:** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."
- We add a new purchase to the appropriate purchase balance as of the Transaction date shown on your billing statement.
- We add a new cash advance to the appropriate purchase or advance balance as of the Post date shown on your billing statement. The Post date is the date we receive your request for the cash advance.

Transaction Fee for Club Cash® Advances

You have obtained a cash advance for which we assess a cash advance transaction fee if you obtain funds from an automated teller machine (ATM), through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. For each cash advance, we may add an additional fee in the amount printed in **Facts About Interest and Fees**. The amount of the cash advance may include a surcharge that the ATM owner imposes.

Minimum Interest Charge

If interest charges based on periodic rates are being added to your account, but the total of such interest charges for purchases and cash advances is less than \$.50, we assess a minimum **INTEREST CHARGE**, of \$.50. We add the amount to the feature that is being assessed an interest charge. If more than one feature is assessed an interest charge, we may add the minimum interest charge to any such feature at our discretion.

Credit Balance

You may not maintain a credit balance on your account in excess of your credit limit. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than six months. You may request a refund of a credit balance at any time.

We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Transaction Fee for Purchases Made in Foreign Currencies

For each purchase made in a foreign currency, we may add to your account a transaction fee in the amount printed in **Facts About Interest and Fees**.

Information on Foreign Currency Conversion Procedures

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. If a transaction is converted by a third party prior to that transaction being processed, the foreign currency conversion rate will be the rate selected by that third party.

Minimum Payment

Each month you must make a Minimum Payment that is calculated as follows. First, we begin with the greater of any amount that is past due or any amount in excess of your credit limit. Second, we add the largest of the following:

- The New Balance on the billing statement if it is less than \$20;
- \$20 if the New Balance is at least \$20;
- 1% of (your New Balance less any new interest charges and any new Late Fee) plus the amount of your billed interest charges and any applicable late fee; we then round this number down to the nearest dollar; or
- 1.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Payment will never exceed your New Balance. In calculating the Minimum Payment, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments

You must pay at least the Total Minimum Payment Due shown on each statement by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. Unless otherwise required by applicable law, we will allocate the amount equal to your Total Minimum Payment Due and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. For any

payment amount over the Total Minimum Payment Due, we will allocate such amounts to pay off balances at high periodic rates before paying off balances at lower periodic rates. The sooner you pay the New Balance, the less you will pay in interest charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess interest charges.

Instructions for making payments are on your billing statement. In order to be credited as of a particular day, your payment must be received in the form specified, and by the hour specified, in those instructions. Although we credit your payments as described on your billing statement, we may not make credit available on your Account in the amount of your payment right away. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Optional Payment Service

Online Payments. You may pay your account online or you may request to make your payment by phone using our optional telephone payment service. Subject to applicable law, each time a representative of ours helps expedite your payment, you agree to pay us \$14.95. Our representatives are trained to tell you this amount if you decide to use this optional telephone payment service.

In-Branch Payments. If you have a Diners Club branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any bank branch identified by the BMO name, brand or logo. We will credit such payments on the day we receive them.

Late Fee

We will add a late fee to the standard purchase balance for each billing period you fail to pay, by its due date, the Minimum Payment. The late fee that applies to your account is the amount printed in **Facts About Interest and Fees**. The fee will not exceed the amount permitted by applicable law.

Returned Payment Fee

We may add a fee up to the amount printed in **Facts About Interest and Fees** when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we may assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. The fee will not exceed the amount permitted by applicable law.

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; and

3. An **Expedited Payment Fee** if a representative of ours helps expedite your payment.

Lost or Stolen Cards or Account Numbers

If any card or account number is lost or stolen, or if you think someone used or may use them without your permission, notify us at once by calling the Customer Service telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card or account number after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

Default

You default under this Agreement if you fail to pay, by its due date, the Total Minimum Payment Due listed on each billing statement; file for bankruptcy; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; or default under any other Card Agreement that you have with us. If you default, we may, subject to applicable law, close your account and demand immediate payment of the total balance. For residents of New Hampshire: Reasonable attorneys' fees will be rewarded to you if you prevail in any action or suit brought by BMO Bank N.A. Also, if you successfully assert a partial defense or counterclaim to an action brought by BMO Bank N.A, the court may withhold from BMO Bank N.A. the entire amount or such portion of the attorneys' fees as the court considers equitable.

Preauthorized Charges

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs

If we refer collection of your account to a lawyer who is not our salaried employee, to the extent not prohibited by applicable law, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

ARBITRATION PROVISION

PLEASE READ THIS PROVISION CAREFULLY. It affects your rights and will have a substantial impact on how legal claims you and we have against each other are resolved.

Summary

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us. In the unlikely event that we are unable to resolve any Claims you may have to your satisfaction (or if we have not been able to resolve a Claim we have with you after attempting to do so) after following the procedures set forth in this provision, you and we each agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited

discovery than in court, and is subject to very limited review by courts. Any arbitration under this provision will take place on an individual basis; class arbitrations, class actions, other representative actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge.

YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DISCUSSED BELOW

Special Definition of Certain Terms

For purposes of this ARBITRATION PROVISION section only, references to “you,” “your,” “we,” “our,” and “us” in this arbitration provision includes all authorized or unauthorized Account Owners, Cardmembers, custodians, users or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable.

Disputes Subject to Arbitration

We and you agree to arbitrate any Claims between you and us arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder. This Arbitration Provision is intended to be broadly interpreted. Claims include, but are not limited to:

- Claims arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose or involve facts occurring before the effective date of this Agreement or any prior credit card account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of this Agreement.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Arbitration Provision and any arbitration proceedings. Any dispute regarding the interpretation, scope, applicability or enforceability of this Arbitration Provision or any portion thereof, including whether a Claim is arbitrable, shall be decided by the arbitrator, except that any dispute regarding the subsection entitled “Waiver of Class and Representative Actions and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Representative Actions and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator.

This Arbitration Provision will survive the closing of your Account and/or the termination of this Agreement.

Limitation of Claims

ANY ARBITRATION OR LAWSUIT RELATED TO YOUR ACCOUNT MUST BE FILED NO LATER THAN ONE YEAR AFTER THE CONDUCT GIVING RISE TO THE ALLEGED CLAIM OCCURS, OTHERWISE YOU AND WE AGREE ANY ARBITRATION OR LAWSUIT FILED AFTER THAT TIME SHOULD BE DISMISSED AND WILL BE PERMANENTLY BARRED, TO THE EXTENT PERMITTED BY LAW.

Waiver of Jury Trial

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Claims shall be resolved by arbitration under this Arbitration Provision, except as specified in the subsection above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Representative Actions and Other Non-Individualized Relief

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY CLAIM BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. Subject to this Arbitration Provision, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim. Nothing in this subsection is intended to, nor shall it, affect the terms and operation of the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Provision, if a court determines in a final decision, not subject to any further appeal or recourse that the limitations of this subsection, "Waiver of Class and Representative Actions and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and we agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Illinois after the arbitration has concluded. All other Claims shall be arbitrated or litigated in small claims court. This subsection does not prevent you or we from participating in a class-wide settlement of claims.

Notice of Dispute and Informal Dispute Resolution

A party who intends to pursue a Claim must first send to the other a Notice of Dispute. Any Notice of Dispute sent to us should be addressed to:

BMO

P.O. Box 6101

Carol Stream, IL 60197-6101

Any Notice of Dispute sent to you by us will be sent to the address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must (1) include your name, mailing address associated with your Account, and the full Account number to which the Claim relates; (2) describe the nature and factual basis of the Claim; (3) set forth the specific relief sought; and (4) must be signed by you personally if the Notice of Dispute is sent by you or by us if it is sent by us. To safeguard your Account, if you have retained counsel to submit the Notice of Dispute, your Notice of Dispute must include your signed statement authorizing us to share information about the Account and the Claim with your counsel. If we and you do not reach an agreement to resolve the Claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, you or we have the right to refer the Claim to arbitration.

The forty-five (45) day period for informal dispute resolution is mandatory. During this forty-five (45) day period, the statute of limitations period, any contractual limitations period and any filing fee deadlines will be tolled. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the National Arbitration & Mediation ("NAM") may not commence administration of arbitration proceedings until the forty-five (45) day period has run.

Arbitration Rules and Procedures

The arbitration will be administered by NAM in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the "NAM Mass Filing Rules"), and as modified by this Arbitration Provision. The NAM Rules are currently available at namadr.com/resources/rules-fees-forms/.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) if the arbitration is initiated by you, your name, mailing address associated with your Account, and the full Account number to which the Claim relates; (2) a statement of the specific

legal claims being asserted and the specific factual bases of those claims; (3) a description of the specific remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying the forty-five (45) day period for informal dispute resolution, as described above, has run; and (5) evidence that the requesting party has paid any necessary filing fees in connection with the arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. To safeguard your Account, if you have retained counsel to submit the Request, your Request must include your signed statement authorizing us to share information about the Account and the Claim with your counsel if you have not previously submitted such a statement with your Notice of Dispute.

If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then NAM will appoint the arbitrator in accordance with NAM Rules, provided that if the Batch Arbitration process described below is triggered, NAM will appoint the arbitrator for each batch. The arbitrator shall be a retired state or federal judge, or an attorney with at least 10 years of active practice and admitted to practice law in the State of Illinois.

Unless you and we otherwise agree, or the Batch Arbitration process described below is triggered, any in-person arbitration hearing will take place in the county where the address associated with your Account as identified in our records at the time the arbitration is commenced is located. Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

The arbitrator will decide the substance of all Claims in accordance with all Applicable Law, including recognized principles of equity and statutes of limitations consistent with the Section above entitled "Limitation of Claims," and any other limitation of liability provisions in this Agreement, and will honor all claims of privilege recognized by law. You and we agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction. The arbitrator shall have the authority to award the relief contemplated under Federal Rule of Civil Procedure 11. Under this Arbitration Provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by Applicable Law.

Unless both you and we agree otherwise, each party must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, NAM or the arbitrator will either: (1) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (2) dismiss the subsequent arbitration if it raises Claims that would be barred by Applicable Law if brought in court.

You and we agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

You and we agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party's costs from the time of the offer. Neither you nor we will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written award and statement of decision describing the essential findings and conclusions on which the award is based. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Attorneys' Fees and Costs

Your responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM Rules. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of a Claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are twenty-five (25) or more individual Requests of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period (or as soon as possible thereafter), NAM shall (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between twenty-five (25) and ninety-nine (99) individual Requests are filed, a single batch of all those Requests, and, to the extent there are less than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by us.

You and we agree to cooperate in good faith with NAM to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of Requests, as well as any steps to

minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, except as expressly set forth in this provision.

Availability of Small Claims Court and Access to Government Agencies

Notwithstanding the foregoing, either party may assert Claims or seek relief in small claims court if such Claims qualify and remain in small claims court. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

60-Day Right to Opt Out

You can choose not to agree to this Arbitration Provision (“opt out”) by writing to us within sixty (60) days after the date you first become subject to this Arbitration Provision. For new Account(s), the date you first became subject to this Arbitration Notice is the date we opened your Account. For existing Account(s), the date you first became subject to this Arbitration Notice is the effective date of any updates to the Arbitration Provision.

The written opt out notice must state that you do not agree to this arbitration provision and must be postmarked no later than sixty (60) days after the date that we open your Account (for new accountholders) or the effective date of the changes to the Arbitration Provision (for existing accountholders). The opt out notice must include your name, address and Account number(s) to which the opt out applies. You must sign the written opt out notice for it to be effective. Mail the opt out notice to:

BMO
P.O. Box 6101
Carol Stream, IL 60197-6101

If you opt out of this Arbitration Provision, all other parts of this Agreement will continue to apply to your Account(s). Opting out of this Arbitration Provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Changes to the Arbitration Provision

You and we agree that we retain the right to modify this Arbitration Provision in the future. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any Claim for which you or we have provided a Notice of Dispute complying with the requirements set out in the subsection above entitled “Notice of Dispute and Informal Dispute Resolution” on or before the effective date of the change. If the change is material, we will also notify you. Unless you reject that change within sixty (60) days of the effective date of the change by following the opt out process described in the subsection above (“60-Day Right to Opt Out”), continuing your Account(s) constitutes acceptance of any such changes. Moreover, if we seek to terminate the Arbitration Provision as included in this Agreement, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and will not be effective as to Claims of which we had written notice from you or your

counsel on the effective date of termination.

Changes to this Arbitration Provision do not provide you with a new opportunity to opt out of the Arbitration Provision if you were previously bound by a prior credit card account agreement and did not validly opt out of arbitration. If you reject any change to this Arbitration Provision, the provisions of the prior arbitration provision remain in full force and effect. We will also continue to honor any valid opt outs of the arbitration provision that you made to a prior credit card account agreement.

Severability

Except as provided in the subsection entitled "Waiver of Class and Representative Actions or Other Non-Individualized Relief," if any part or parts of this Arbitration Provision are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Provision shall continue in full force and effect.

Other Remedies

This Arbitration Provision and the exercise of any of the rights you and we have under this provision will not prohibit you or us from exercising any lawful rights either you or we have to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit limit increase). If you wish to know the names of the agencies we have contacted, write us at the Customer Service address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice. If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them. As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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. We may use voice ID technology for authentication purposes when you call us. To verify your identity, voice ID technology creates and stores a voiceprint, a digital representation of your voice. Thereafter, each time you call us, voice ID technology matches your voice to your voiceprint to make sure it's you without the need to enter a password or provide other information verifying your identity. Using voice ID technology to verify your identity is optional. If you prefer to verify your identity without using voice ID technology, we will use an alternate method to identify you. When you call us, you will have the option to enroll in or opt out of using voice ID technology.

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.

Closing Your Account

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason not prohibited by applicable law without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

Refusal of the Card

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement

We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. Changing terms includes adding, replacing, or deleting provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate, or minimum payment to increase, we will mail you written notice, subject to applicable law, or at least 45 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing prior to the effective date of the change and pay us the total balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms.

Enforcing this Agreement

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment

We may assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law

The terms and enforcement of this Agreement shall be governed by federal law and the law of Illinois, where we are located. This Agreement and your account are governed by, to the extent that state law applies, the law of Illinois without regard to its conflict of law principles. Further, this Agreement is made in Illinois and credit is extended to you from Illinois, regardless of where you live or use your account.

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.

New Jersey Residents

Because certain provisions of this Agreement are subject to governing law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions are void, unenforceable or inapplicable with New Jersey.

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 the address for billing inquiries and correspondence shown on the front of your statement.

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 the 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 revolving 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 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 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 the address for billing inquiries and correspondence shown on the front of your statement.

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.

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