

## LEGAL TERMS FOR BIOMETRIC ID FUNCTIONALITY OF BMO ONLINE BANKING FOR BUSINESS MOBILE APP

These terms govern your use of biometric identification functionality (“**Biometric ID**”) of the mobile app for BMO Online Banking for Business (“**Mobile App**”).

When you enable the Biometric ID functionality, the Mobile App will use your biometric information to authenticate sign in and certain BMO Online Banking for Business transactions. The Biometric ID functionality and the Mobile App are provided by Bank of Montreal (“**BMO**”), and use software provided by BMO’s licensors, including BioConnect Inc.

The following Terms apply to your use of Biometric ID functionality and also to your use of your phone (or other mobile Device) after you have enabled the Biometric ID functionality. By using Biometric ID, you are agreeing to be legally bound by these Terms. If you do not agree with any of these Terms, you must not use Biometric ID.

These Terms apply to both the User of the Mobile App and the Client that has obtained BMO Online Banking for Business from BMO.

A compatible smartphone or other Device and Internet access (which may involve fees) are required to use the Mobile App. Your phone or other Device and quality of your Internet access may affect the performance of the Mobile App.

### **Part A: Definitions**

1. The following capitalized terms have the following meanings in these Terms:

- (a) “**Biometric Representation**” means a digital representation of the User’s distinct characteristics that have been extracted from a biometric sample obtained by the User’s Device (for example, a digital representation of the User’s face, voice or fingerprint).
- (b) “**Client**” means the entity (e.g., a sole proprietorship, a partnership, a corporation or another type of business entity) that has obtained BMO Online Banking for Business subject to another agreement with BMO.
- (c) “**Device**” means the smartphone or other mobile device on which the User accesses the Mobile App.
- (d) “**User**” means the individual who has downloaded the Mobile App and uses it to access BMO Online Banking for Business.
- (e) “**Terms**” means these terms and conditions, as updated from time to time.
- (f) “**you**” or “**your**” means both the User and the Client, except where context indicates otherwise.

## **Part B: Biometric Representation and Your Security Duties**

**2. Use of the Biometric Representation:** The Biometric ID functionality of the Mobile App will collect a Biometric Representation from a sample of the User's distinct characteristics (for example, from a sample of the User's face, voice or fingerprint) obtained by the User's Device. The Biometric ID functionality of the Mobile App will use the Biometric Representation as form of authentication for sign in and certain Online Banking for Business transactions. The Biometric Representation will remain on the User's device (in encrypted form) and will not be transferred to BMO or BMO's licensors. You agree to this collection, storage and use of the Biometric Representation.

**3. Responsibility for Your Device:** After you have enabled the Biometric ID functionality, you will not permit any biometric identifiers (for example, samples of face, voice or fingerprint), other than your own, to be stored on your Device or used to unlock your Device. You are responsible for maintaining control of your Device and you must take reasonable steps to prevent access to your Device by other individuals. BMO and its licensors are not responsible for the encryption or security of your Device.

**4. Circumstances in which You Will Not Use the Mobile App:** You agree that you will not use the Biometric ID functionality if: (a) there are any biometric identifiers other than your own stored on your Device; (b) you share your Device with any other individual; or (c) you share your Device passcode or other security features with any other individual.

**5. Uninstalling the Mobile App before disposing of Device:** You agree to uninstall the Mobile App from your Device before transferring, sharing or disposing of your Device.

**6. Responsibility for BMO Online Banking for Business transactions:** You accept responsibility for BMO Online Banking for Business transactions that are carried out after access to BMO Online Banking for Business using the Mobile App on your Device, including any transaction completed by you, or by any other person with biometric identifiers saved on your Device, or by any other person who gains access to your Device.

**7. Notifying the Client and BMO of Security Breaches:** As a User, you must notify the Client and BMO immediately upon becoming aware of any breach of security or unauthorized use of your Device or of Online Banking for Business.

## **Part C: License and Restrictions**

**8. License:** The Biometric ID functionality and the Mobile App are licensed, not sold, to you by BMO and its licensors, including BioConnect Inc. These Terms confer no title or ownership and are not a sale of any rights in the Biometric ID functionality or the Mobile App. Subject to your compliance with these Terms, you are hereby granted a limited, non-assignable, non-exclusive, non-sub-licensable and non-transferable right to use the Biometric ID functionality and the Mobile App. BMO may revoke your license to use the Biometric ID functionality and the Mobile App for a breach of these Terms, or for any other reason, in which case you agree to immediately stop using the Biometric ID functionality and the Mobile App. BMO and its licensors, including BioConnect Inc. reserve all rights not expressly granted to you under these Terms. BioConnect Inc. is a third party beneficiary of these terms and is entitled to rely on and enforce these Terms against you. The Biometric ID functionality and the Mobile App are

protected by copyright law; all trademarks used in connection with the Mobile App are owned by BMO and its licensors, including BioConnect Inc.

**9. Restrictions:** You must not use the Biometric ID functionality of the Mobile App except as permitted by these Terms. Subject to applicable law, you must not:

- (a) alter, decompile, disassemble, modify, unbundle or create any derivative works of the Mobile App or the underlying source code in any way, including without limitation customization, translation or localization;
- (b) port, emulate the functionality, reverse compile, reverse assemble, reverse engineer, create derivative works, or otherwise reduce to human readable form or attempt to separate any of the components of the Mobile App or derive the source code for the Mobile App;
- (c) copy, redistribute, encumber, sell, rent, lease, license, sublicense, or otherwise transfer rights to the Mobile App or use the Mobile App for the benefit of any third party or on a hosted basis;
- (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Mobile App;
- (e) disclose the results of testing, benchmarking or other performance or evaluation information related to the Mobile App to any third party without the prior written consent of BMO;
- (f) access or use the Mobile App for any competitive purpose (including, (i) to gain competitive intelligence; (ii) to design or build a product or service that is competitive to the Mobile App, or a product or service with features, functions or graphics similar to those of the Mobile App; (iii) to copy any features, functions or graphics of the Mobile App; or (iv) to monitor availability, performance or functionality for competitive purposes); or
- (g) cause, encourage or permit any third party to do any of the foregoing things.

**10. Compliance with Applicable Law and Export Control Laws:** You will not use the Biometric ID functionality or the Mobile App, and will not permit the Biometric ID functionality or the Mobile App to be used, for any purposes prohibited by applicable law. You will use the Biometric ID functionality and the Mobile App in a manner consistent with applicable export control laws, including those of Canada and the United States. You represent and warrant to BMO that you are not, and you are not acting on behalf of: (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country, to which the Canada or the United States has prohibited export transactions; or (b) any person or entity listed on the sanctions lists of either Canada or the United States.

#### **Part D: Limitation of Liability and Acts Beyond BMO's Control**

**11. Limitation of Liability.** BMO, its affiliates and its licensors will not be responsible for or liable to you or any third party for any delay, damage, loss, liability, inconvenience or claim (other than any loss, liability or claim caused by BMO's gross negligence or wilful misconduct) arising out of:

- any act or omission of any service organization or agent;
- any system failure, malfunctioning, delay or failure to provide any services;
- any use of any communications networks, either private, public or otherwise, operated by a third party, in connection with any services provided by BMO;
- any errors resulting from incomplete or incorrect data received by BMO.

In no event will BMO, its affiliates and its licensors, including BioConnect Inc., be liable for direct or indirect, special or consequential damages including, but not limited to, loss of profit or other economic loss in connection with, or arising out of, providing, or ceasing to provide, the Mobile App or the Mobile App's services.

**12. Force Majeure:** BMO, its affiliates and its licensors, including BioConnect Inc., will not be responsible for any breach of these Terms caused by circumstances beyond their reasonable control.

#### **Part E: Changes to these Terms and General Provisions**

**13. Changes to these Terms:** BMO may change or end these Terms at any time. You agree to such changes when notice is given through the Mobile App or on BMO Online Banking for Business, or in any other manner which BMO may determine from time to time. In addition, use of the Mobile App by you following any change to this Agreement will constitute acceptance by you to such changed terms as they pertain to the Mobile App.

**14. General Provisions:** You agree that:

(a) BMO may pursue any and all legal remedies available to it for breach of these Terms, but BMO's failure to enforce any of these Terms shall not act as a waiver of its right to do so.

(b) These Terms are binding upon you and your respective liquidators, successors, permitted assigns and legal representatives. You will not assign any of your rights or obligations pursuant to these Terms without BMO's prior written consent. BMO may assign its rights or obligations pursuant to these Terms without your prior consent.

(c) If any term, condition or part of these Terms are deemed invalid or unenforceable (to any extent) the remainder of these Terms will not be affected, and such invalid or unenforceable term or condition will be severed from and no longer constitute part of these Terms.

(d) BMO's relationship with you may also be governed by other agreements in force between BMO and you from time to time. Nothing in these Terms will be deemed to supersede, amend, repeal or otherwise modify any rights or obligations under any such other agreements, except as specified in these Terms. If there is a conflict between these Terms and any other agreement in force between you and BMO, these Terms will prevail.

(e) **Residents of Quebec:** It is the express wish of the parties to this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que le présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*