

Diners Club[®] Corporate Card

Cardmember Agreement



Diners Club
INTERNATIONAL[®]

Individual Bill – Cardmember Account Agreement

1. Definitions:

Card means the Diners Club Card. **Agreement** means this Diners Club Cardmember Agreement as it may be amended from time to time. **Organization** means the business, association or government agency that authorized Diners Club to issue the Card and to open the account (**Card Account**) for the individual named on the Card. **You** means the individual named on the Card who is an employee of or affiliated with the Organization, and who has agreed to be bound by this Agreement. The words **we**, **us**, and **our** mean Bank of Montreal. **Charges** are all amounts charged to your Card for purchases of goods or services (including tickets) from establishments that accept the Card (whether or not you sign a charge form), annual fees, cash advances and transaction fees incurred through use of any cash advance program made available by us, late charges and other fees and charges described in this Agreement.

2. About This Agreement:

This Agreement governs the use of your Card and the Card Account. You agree to be bound by the terms of this Agreement when you accept the Card by activating, signing, or using the Card or the Card Account.

3. Using Your Card:

You may not use your Card before it is activated or after the expiration date printed on your Card. You may not let someone else use the Card issued to you. You may not resell or obtain a cash refund for any goods or services (including tickets) you purchase on the Card Account. You agree to return your Card to us or destroy it if we ask. We may deny authorization for any Charge you request.

4. Purpose of the Card and the Card Account:

Charging and cash access privileges on the Card and the Card Account are provided by us pursuant to one or more contract(s) with your Organization and subject to this Agreement. The Card and the Card Account are to be used to charge purchases of goods and services or obtain cash solely for or incidental to the business of your Organization. Charging and cash access privileges will be automatically withdrawn upon termination of your employment or affiliation with your Organization or upon termination of the applicable contract between us and your Organization.

We may at any time in our sole discretion impose a spending limit for purchases and other transactions on your Card Account. We will inform you if we impose such a limit, other than a spending limit which is imposed at the request of your Organization. In addition, we may at any time in our sole discretion impose a spending limit on purchases and other transactions on your Organization which may affect your ability to make purchases and engage in other transactions on your Card Account regardless of the outstanding balance on your Card Account. Your Organization may also request that we place spending limits on your Card Account. You should consult with your Organization to determine if any such limits apply to your Organization or to your Card Account.

5. Billing Statement:

We will send you a billing statement describing the total amount you owe or other activity for every month in which there are outstanding charges or fees or there is activity on the Card Account. The billing statement is your bill. It is due and payable in full when it is delivered to the billing address. It is payable by draft, cheque, or money order in Canadian dollars at the address shown on the billing statement. Certain Charges maybe billed directly to your Organization and will appear on your billing statement as a memorandum item only. In the event these Charges are later billed to your Card Account, you agree to pay such Charges in full on receipt of the billing statement.

6. Payment:

You are responsible for and agree to pay all Charges charged to your Card and Card Account and we will seek payment for all Charges from you regardless of whether you have been reimbursed by your Organization. In the event of termination of employment or affiliation, you agree that your Organization is authorized to make payment directly to us of funds due to you in reimbursement for business expenses charged to the Card and which you have not yet paid. You agree to pay us with a draft, cheque or money order payable in Canadian dollars, or at financial institutions or Automated Teller Machines that accept payment of Bank of Montreal accounts. Payments made at such financial institutions or Automated Teller Machines may incur a fee. If you pay us in any other form and we agree to accept

it, your payment will not be credited to your Card Account until it is converted into one of the forms listed above. You agree to pay any costs we incur in converting your payment. Cheques drawn on banks located outside Canada may have collection costs and processing fees and you agree to reimburse us for these costs.

7. Cash Advance Transaction Fee:

If you obtain a cash advance under our Emergency Cash Advance Program, the amount of the cash advance plus the cash advance fee of 4% of the amount of the transaction shall be charged to the Card Account.

8. Delinquency:

Your Card Account shall be deemed delinquent unless we receive the amount shown on the monthly billing statement as balance due, less any disputed amounts, before the next billing date (approximately 30 days). Any unpaid portion of the balance due will be shown on subsequent statements as "past due balance". If any portion of the past due balance appears on two consecutive billing statements (approximately 60 days past due) (such amounts "60 Day Arrears") then, on the monthly statement evidencing such 60 Day Arrears, and on each monthly statement thereafter until payment in full of such 60 Day Arrears is received by us, you will be assessed a late charge in an amount equal to 2.5% (corresponding to an annual rate of 30%) of such past due balance. In addition, if you have any 60 Day Arrears, then in such circumstances, you shall also be assessed a monthly late charge calculated at the rate and in the manner set out above on all past due balances which are 30 days in arrears commencing on the monthly statement evidencing such 30 day arrears, until payment in full of your past due balance is received by us. Any late charges which are not paid by the subsequent billing date will be added to the past due balance and will be subject to the late fee. If your Card Account becomes delinquent, you will be in default of the Agreement and we may cancel or suspend your Card use. If you are in default, we can demand immediate payment of all amounts you owe us. Court costs plus reasonable solicitor's fees (as allowed by law) may be added to any balance referred to a solicitor or agency for collection.

9. Annual Fee:

You agree to pay an annual fee the amount of which will be shown on your billing statement and is non-refundable.

10. Returned Cheque Charge:

If any cheque or similar payment instrument you send to us as payment is not honoured, we may assess you \$17. If any personal cheque you cash at participating establishments under any of our cheque guarantee programs is not honoured by your financial institution, we will charge the Card Account the amount of the cheque and we may assess you \$17.

11. Charges Made in a Foreign Currency:

Any purchase of goods or services or any cash advance you make in a foreign currency will be charged to your Card Account in Canadian dollars after being converted using a MasterCard[®] conversion rate in effect on the day the transaction is posted to your Card Account. The MasterCard conversion rate is the rate we pay to MasterCard International Inc. plus a foreign currency fee. The rate may not be the same as the rate that was in effect on the transaction date.

If a foreign currency purchase is refunded to your Card Account, the MasterCard conversion rate used to convert the refund to Canadian dollars is the rate we pay to MasterCard International Inc. minus the foreign currency fee. This rate may not be the same as the rate that was in effect on the date the transaction was refunded. For these reasons, the amount that is credited to your Card Account for a refund of a foreign currency transaction will in most cases be less than the original amount that charged to the Card Account for that transaction.

Our foreign currency fee is 2% or such other amount as may be agreed to between us and your Organization (not to exceed 2%). For information about the exact foreign currency fee that applies to your Card Account, contact us at the telephone number provided in paragraph 20 below.

12. Acceptance of Irregular Payments and Waivers:

We will not lose any of our rights under this Agreement if we accept late payments, partial payments or cheques and money orders with restrictive endorsements. Even if we do not enforce our rights under this Agreement, we will not lose them.

13. Suspension and Cancellation:

You may cancel your Card Account at any time by writing to us at our address on your billing statement. We may suspend or cancel any or all of your Cardmember privileges at any time for any reason. You will surrender the Card upon request to your Organization or any authorized representative of Diners Club. You may not use your Card during suspension of your Cardmember privileges or after your Cardmember privileges are cancelled or expire. You will be responsible for repaying any amount you owe us under this Agreement if you cancel or if we suspend or cancel your Card Account.

14. Renewal and Replacement:

Unless cancelled, the Card will be valid through the expiration date printed on its face. By this Agreement, you request that we issue a renewal Card (and replacement Card if necessary) to you before the current Card expires. As long as your Card Account is in good standing, we will continue to issue renewal or replacement Cards until you or your Organization tells us to stop or the Card and Card Account are cancelled.

15. Credit Investigation:

You hereby authorize and consent to us and our affiliates receiving from and exchanging with other persons any credit-related information about you, including the sharing and exchanging of credit information about you with any credit reporting agency, credit bureau, your Organization and any other person or corporation with whom you may have financial relations.

16. DINERS CLUB CORPORATE ATM Cash Access Program

A. CLUB CASH® ACCESS - Your Organization and us may approve your participation in the Diners Club Club Cash Program. Enrollment in the Club Cash Program, enables you to obtain cash from Automated Teller Machines ("ATMs") operated by a bank or other institution that participates in the Club Cash Program. B.

PERSONAL IDENTIFICATION NUMBER - If you are approved for enrollment in the Club Cash Program, you will receive a confidential number code. This is your personal identification number ("PIN"). To obtain cash from an ATM, your PIN must be entered into the ATM after you insert your Card. You agree to take all reasonable precautions to prevent any other person from learning your PIN or using your Card to make unauthorized transactions. You agree not to write your PIN on your Card or on any material you keep with your Card. You agree that if you voluntarily give the Card and PIN to someone else for any reason, you are authorizing all transactions made by that person.

C. TRANSACTION FEE - Each time you use your Card to obtain cash from an ATM, you will be assessed a transaction fee. We will notify you of the transaction fee that applies to your Card Account. In some cases, the transaction fee may be increased due to surcharges imposed by ATM operators.

D. YOUR ABILITY TO GET CASH AT AN ATM - Your limits for getting cash at an ATM will be set by us, your Organization's policy and the institution operating the ATM. You understand that we or the institution operating the ATM may impose different limits than your Organization on the frequency and the dollar amounts of transactions. You understand that we may refuse to authorize a transaction or not complete a transaction for any reason.

E. DINERS CLUB'S LIABILITY - We will not be liable for any losses or damages resulting from any use or attempted use of the Club Cash Program including, but not limited to, situations where:

- ATMs or any computer systems, including our system, do not work properly;
- ATMs do not have enough cash;
- We fail or refuse to authorize you to obtain cash, based on the status of the Card Account, or for security or other reasons; or
- Circumstances beyond our control prevent use of the Club Cash Program.

F. CANCELLATION - **Your Rights**- You may cancel your participation in the Club Cash Program at any time for any reason by writing to us at the address provided at the end of this Agreement. Your cancellation will be effective when we have had a reasonable opportunity to act on your written notice of cancellation. **Our Rights** - We may cancel or suspend your right to participate in the Club Cash Program at any time for any reason. If we do, we will notify you.

17. Lost or Stolen Card:

If your Card is lost or stolen, or if you think someone may use it without your permission, you agree to notify us immediately by calling us **24 hours a day at 1 800 363-3333**. You may also write to us at the address mentioned on this

document. You also agree to notify your Organization immediately in accordance with their instructions. If the Card is returned to you after you have notified us, do not use the Card. You may be liable if your Card is used by an unauthorized person. You will not be liable for unauthorized Charges that occur **after** you notify us of your Card's loss, theft or possible unauthorized use. In any case, your liability will not exceed **\$50** except that you will be liable for all losses caused by your failure to maintain the confidentiality of your Personal Identification Number (PIN) (if you have one) or to store it separately from your Card.

18. Billing Inquiries/Problems With Goods and Services:

If you have any questions, problems or disputes about the monthly billing statement, you agree to notify us in writing, or by telephone, within **60** days of the statement date. We will take all reasonable and appropriate steps to provide the information you request or resolve your dispute. However, unless required by law, we are not responsible for any problem you have with goods or services acquired through the use of your Card. You will have to deal directly with the merchant in resolving a dispute. Until we receive a credit voucher from the merchant, you are responsible to pay us the amount in dispute. We shall have no liability to you or any other person by reason of any failure or delay in honouring your Card, whether caused directly or indirectly by matters beyond our reasonable control, by equipment failure or otherwise.

19. Changing This Agreement- Assignment:

We may change any of the terms of this Agreement at any time. If we do, we will notify you in the manner required by law. If you do not agree to a change, you must notify us in writing, postmarked by the effective date of the change, and pay the amount you owe us according to the terms in effect immediately prior to the change. If you fail to notify us in writing within this time period, you will have accepted the change. Also, if you use your Card after the effective date of a change in the Card Account, you will have accepted that change. The new terms may be applied to the entire balance owed under this Agreement. We may assign the Card Account and this Agreement at any time without notice.

20. Account Inquiries/Lost and Stolen Cards/Resolving Complaints:

(a) *Account Inquiries/Lost and Stolen Cards:* For Account inquiries or to report a lost or stolen Card, you may call 1-800-363-3333 (toll-free in North America).

(b) *Resolving Complaints:* We strive to resolve complaints or concerns about the Account in a fair and timely manner. If, however, any complaint or concern about the Account has not been resolved to your satisfaction, please contact:

BMO Financial Group Ombudsman
55 Bloor Street West, 8th Floor
Toronto, Ontario M4W 3N5
Call: 1-800-371-2541
Fax: 1-800-766-8029
Email: bmo.ombudsman@bmo.com

If, within 180 days of your receipt of our written response, you are not satisfied with the resolution of your complaint or concern, you may contact the Ombudsman for Banking Services and Investments at:

Ombudsman for Banking Services and Investments
401 Bay Street, Suite 1505
P.O. Box 5
Toronto, ON M5H 2Y4
Call: 1-888-451-4519
Fax: 1-888-422-2865

In the complaints handling process for Canadian financial institutions, including us, the Financial Consumer Agency of Canada is responsible for ensuring that all financial institutions comply with federal consumer legislation and will investigate any complaint or concern that relates to a possible breach of that legislation. You may contact the Financial Consumer Agency of Canada by writing to: Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9.

21. Programs:

The programs provided in connection with the Card are subject to certain terms, conditions and exclusions. We, at our sole discretion, may, at any time, add, change, modify or discontinue any of the programs provided in connection with the Card without notice to you.

22. Waiver of Fees and Charges:

We reserve the right to waive any of the fees or charges in this Agreement without notice to you.

23. Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

24. Privacy of Personal Information:

Personal information is information that identifies you as an individual. It includes not only your name and address, age and gender, but also your personal financial records, identification numbers, employment records and your Diners Club card transactions. We collect your personal information for the purpose of providing Diners Club services to you and your Organization, to help determine your credit worthiness, verify your identity, protect against fraud, and to comply with legal or regulatory requirements. We may obtain any creditor other financially-related information about you from:

- you,
- your Organization, and
- any credit bureau.

We may disclose information about you to:

- your Organization,
- your Organization's affiliates,
- any credit bureau,
- agents and service providers (including companies that may be located outside of Canada) that we use to provide Diners Club-related services,
- Diners Club International Ltd and other Diners Club franchises, MasterCard, and
- government authorities, regulators, regulatory authorities, self-regulatory organizations or law enforcement under a lawful order.

Your personal information is shared to the extent permitted by law, within BMO Financial Group (that is, we and our subsidiaries and affiliates).

We may monitor and/or record your telephone discussions with us and/or our service providers for quality assurance purposes and for our mutual protection.

25. Language:

You and we have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

Please retain this Agreement for your reference purposes.

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