

BMO Developer Portal Terms and Conditions

Thank you for your interest in the BMO Developer Portal (the “Portal”). The Portal includes a collection of application programming interfaces (“APIs”) from BMO’s businesses using simulated test data. The Portal is offered by Bank of Montreal and/or its affiliates and designees (collectively referred to herein as “BMO”, “we” or “us”). By using the Portal and its related services, products, documentation and software, you agree to be bound by these terms (these “Terms”). In these Terms, the words “you” and “your” refer to the individual (as well as the entity or organization on whose behalf such individual is) accessing or using the Portal.

If you are using the Portal on behalf of another person, including a corporation or other entity or organization (“Person”), you confirm (1) that you have the authority to legally bind that Person to these Terms, and (2) your agreement that both you and the other Person will be bound by these Terms and any references to “you” or “your” will be references to you and any such other Person.

IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PORTAL.
PLEASE END YOUR SESSION.

License and Retained Rights

Upon allowing you to access and use the Portal, we grant you a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to access and use the Portal, subject to these Terms, solely for purposes of developing, testing, and using applications in the Portal’s simulated test environment. This license and your use of the Portal are also subject to all instructions and documentation we may in our sole discretion make available in connection with the Portal. These Terms do not grant you any right or license to conduct or process transactions using our services or systems, or authorize Persons outside your organization to access or use the Portal.

We retain the right to terminate the license granted under these Terms at any time, without notice to you. If you violate these Terms, this license will automatically terminate.

Except as expressly provided herein, all right, title and interest in and to the Portal (including any documentation for the Portal) and any modifications, derivative works or upgrades shall remain exclusively with us. You may not use any copyrights, patents, names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of BMO or other intellectual property rights owned or developed by us, unless otherwise approved by us in writing. You may not refer to BMO or the Portal in advertising, publicity releases, or promotional or marketing publications or correspondence or claim or imply in any way that your applications are created, certified, sponsored, or endorsed in any manner by BMO. You will not take any steps, or provide any assistance, directly or indirectly, to any third party, to dispute or contest the validity of any BMO intellectual property rights.

If you provide us comments, feedback, suggestions, concepts, changes, or ideas regarding the Portal, you agree that any such comments, feedback, suggestions, concepts, changes, or ideas shall be exclusively owned by us, free of charge and you hereby assign to us all your right, title and interest

thereto. We may develop technology, modifications, corrections, or improvements based on such comments, feedback, suggestions, concepts, changes, or ideas, all of which, including any and all intellectual property rights therein, shall be owned exclusively by us. You agree to enter into such further documents as may reasonably be required to confirm such ownership.

You understand and agree that we may independently create applications, content, and other products or services that may be similar to or competitive with your applications and their content. Nothing in these Terms will restrict or prevent us from creating and fully utilizing such applications, content, and other products or services, without any obligation to you.

Access to and Use of Portal

To gain access to the Portal, after you have provided us with certain information, we may elect to send you an invitation email that will allow you to create a master account (“Organization Owner Account”). Once you have created an Organization Owner Account, the registered developer for that account may add additional authorized users for your legal entity. Through these accounts, you will be able to register your applications with us, see sample requests and responses, and obtain our detailed integration guide.

You and your authorized developers and users are responsible for maintaining the confidentiality and security of your login credentials and will immediately notify us of any related breach or disclosure of such information. You may not sell, transfer, assign, sublicense, or otherwise disclose your login credentials or use login credentials for any other purpose than as authorized under these Terms. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your accounts. As a condition to register and receive login credentials, we may require you to submit certain information to authenticate your identity.

We reserve the right to add to, modify, or discontinue the Portal or to restrict or terminate your access to the Portal, in whole or in part, at any time without notice to you. Modifications to the Portal or BMO’s services and systems may affect your applications, which may require you to change your applications at your own cost. We will have no liability or obligation to you for any modifications or changes we make to the Portal or our services or systems. While we currently make the Portal available without charge to developers, we may in the future charge for access to or use of the Portal or at any time.

You agree that we may monitor and audit your applications and activities relating to your use of the Portal. You will promptly provide us with access, free of charge, to your applications and any other information that we may request from you from time-to-time regarding use and operation of the Portal or your applications to verify your compliance with these Terms. If you fail to provide this access, we may terminate your use of any and all login credentials immediately.

By using the Portal, you acknowledge and agree that we may place cookies on the computer(s) or device(s) you use to access the Portal. Cookies help us confirm your identity and help us keep your transactions secure. BMO also uses cookies for various purposes such as maintaining continuity during

an online session, gathering data about your use of the Portal and other websites, or optimizing the performance of the Portal.

Prohibited Uses

You shall not, and shall not cause or permit any third party to:

- (a) use the Portal in any way other than in accordance with these Terms and all instructions and documentation we may make available in connection with the Portal;
- (b) use the Portal, either directly or indirectly, to develop any product or service that competes with the Portal or provides functionality similar to the Portal;
- (c) disassemble, decompile, decrypt, extract, reverse engineer or modify the Portal, or otherwise apply any procedure or process to the Portal in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Portal or any algorithm, process, procedure or other information contained in the Portal, except as otherwise specifically authorized in accordance with these Terms or the instructions and documentation we may make available in connection with the Portal;
- (d) provide access to or the use of the Portal to any third party, other than to your organization's authorized employees, agents, sub-agents and contractors who have a reasonable need for such access or use and are subject to these Terms or obligations that are no less restrictive than these Terms;
- (e) store the Portal, or any part thereof, to your own or a third party's systems or storage devices;
- (f) make any copies of documentation we may make available in connection with the Portal, except as is incidental to the purposes of the Portal and these Terms, or for archival purposes (any such copies shall contain all appropriate proprietary notices);
- (g) rent, lease, assign, sublicense, transfer, distribute, allow access to (other than as permitted in these Terms), or time share the Portal or any aspect thereof;
- (h) circumvent or attempt to circumvent any applicable security measures of the Portal, or access or attempt to access portions of the Portal not authorized for your use;
- (i) transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature, or in any other way damage, impede, or disrupt our services or systems, or attempt to do any of the foregoing;
- (j) use robots, spiders, crawlers, scraping or other similar technology to use any BMO sites or services to obtain any information beyond that which we provide to you under these Terms;

- (k) use the Portal in a manner that exceeds reasonable request volume or usage, or otherwise is inconsistent with any part of these Terms or the Portal documentation;
- (l) submit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or otherwise objectionable; or
- (m) use the Portal in any unlawful way or for any unlawful purpose.

BMO Confidential Information

The Portal and our communications to you regarding the Portal may contain BMO Confidential Information. You will treat all BMO Confidential Information as strictly confidential and not use or disclose any BMO Confidential Information without our prior written consent. You will use the same degree of care to prevent disclosure of BMO Confidential Information as you would use with respect to your own most confidential and proprietary information. All BMO Confidential Information is and remains our property, and upon termination of these Terms or upon our written request at any time, you will destroy or return to us all BMO Confidential Information in your custody or control and certify in writing to us that you have complied with the obligations set forth in this paragraph. The obligations of this confidential information section shall continue indefinitely after the termination of these Terms.

"BMO Confidential Information" includes (a) the APIs and all other tools and information that we make available to you on the Portal, (b) all of the information we provide to you for your use in connection with these Terms or the Portal, (c) blogs, discussion areas, forums, programming, and software development kits provided by us or on our behalf, (d) processes, programs, testing procedures, software design and architecture, computer code, design and function specifications, product requirements, problem reports, analysis and performance information, and (e) any other information that is (i) marked "confidential" or other similar marking, (ii) known by you to be considered confidential and proprietary by us, or (iii) received by you under circumstances reasonably interpreted as imposing an obligation of confidentiality.

Your Representations & Warranties

You represent and warrant to us that (a) the information you and your developers provide us in connection with your registration and use of the Portal and your applications is true and correct in all material respects, (b) you own or have properly licensed all rights necessary to develop, distribute, and use your applications and any content you submit to or use in connection with the Portal, (c) your applications and any content you submit to or use in connection with the Portal will not infringe the intellectual property, privacy, or publicity rights of any third party, and (d) your use of the Portal will comply with all national, federal, state, provincial and local laws (including common law), ordinances, regulations, and codes.

Limitation of Liability

NEITHER BMO NOR ANY OF ITS THIRD PARTY PROVIDERS MAKES ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PORTAL. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PORTAL IS PROVIDED ON AN "AS IS" BASIS AT YOUR SOLE RISK. BMO AND ITS THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE PORTAL WITH RESPECT TO ITS CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY. NEITHER BMO NOR ANY OF ITS THIRD PARTY PROVIDERS SHALL HAVE ANY RESPONSIBILITY TO MAINTAIN THE PORTAL OR TO SUPPLY ANY CORRECTIONS, UPDATES, OR RELEASES IN CONNECTION THEREWITH. AVAILABILITY OF THE PORTAL IS SUBJECT TO CHANGE WITHOUT NOTICE.

YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. NEITHER BMO NOR ANY OF ITS THIRD PARTY PROVIDERS MAKES ANY WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE PORTAL, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED BY YOU, AND BMO AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL LIABILITY FOR ANY SECURITY BREACH.

IN NO EVENT SHALL BMO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY CLAIM OR DAMAGE OF ANY KIND (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, BMO'S PROVISION OF THE PORTAL OR YOUR ACCESS TO OR USE THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL BMO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR ANY PERSON OR COMPANY FOR INDIRECT LOSSES, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, PROFITS, OR REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF BMO OR ANY SUCH OTHER PARTY IS AWARE OF THE POSSIBILITY OF, OR COULD REASONABLY FORESEE, SUCH DAMAGES.

In addition to any other limitations on liability contained herein or in any other agreement between you and us, to the extent permitted by applicable law, BMO's cumulative liability to you for all loss or damage arising from or relating to the Portal, regardless of the form of action, is limited to the lesser of: (i) \$1,000 or (ii) the amount paid by you to us for access to and use of the Portal.

The provisions of this Limitation of Liability section shall survive termination of these Terms and the license granted herein.

Indemnification

You agree to indemnify, defend, and hold harmless BMO, its affiliates, and each of their respective officers, directors, employees, agents, and service providers from and against any and all actions, losses, damages, claims, demands, liabilities, costs, or expenses, including court costs and reasonable attorneys'

fees and expenses, resulting directly or indirectly from (i) your access to and use of the Portal (including any use or misuse by your employees or agents), (ii) your applications and any content you submit to or use in connection with the Portal, (iii) your breach of these Terms. The provisions of this Indemnification section shall survive termination of these Terms and the license granted herein.

Governing Law, Venue, Waiver of Jury Trial

If you are located in the United States: These Terms will be governed by and interpreted in accordance with the laws of the State of Illinois. The courts of the State of Illinois sitting in Cook County and of the United States District Court for the Northern District of Illinois will have jurisdiction over any action or proceeding arising out of or relating to these Terms, and you irrevocably and unconditionally submit to the exclusive jurisdiction of such courts. Notwithstanding the foregoing, to the extent any deposit account agreement or agreement for treasury services between you and us includes an agreement and related provisions to arbitrate disputes, such agreement and related provisions shall apply to this agreement as if incorporated herein, *mutatis mutandis*.

If you are located in Canada or any other location outside the United States: These Terms will be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal law applicable therein. The courts of the Province of Ontario will have jurisdiction over any action or proceeding arising out of or relating to these Terms, and you irrevocably and unconditionally submit to the exclusive jurisdiction of such courts.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Modifications to Terms

We reserve the right to modify these Terms at any time upon notice to you, including via the e-mail address on file or by posting notice of the amendment on the Portal. If you find the Terms unacceptable at any time, you must discontinue your use of the Portal. By continuing to access or use the Portal after the date of any change to these Terms, you agree to be bound by the provisions contained in the most recent version of these Terms.

Export Restrictions

In connection with your use of the Portal, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, including, but not limited to, those of the U.S. Department of Commerce, Export Administration Regulations, 15 CFR Parts 730-774, country-specific economic sanctions programs implemented by the Office of Foreign Assets Control, and export and import control laws and regulations of any other countries.

Privacy Laws

The parties acknowledge that Canadian federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "Privacy Laws") may apply to the use of the Portal and its related services, products, documentation and software and the duties and obligations under this agreement. Despite any other provision of this agreement, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. You shall, prior to transferring or causing to be transferred personal information to us, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws.

Miscellaneous

These Terms, together with all instructions and documentation we may make available in connection with the Portal, constitute the entire agreement between you and us with respect to your access to and use of the Portal and supersede and replace any previously made proposals, representations, warranties or agreements, express or implied, either oral or in writing.

No party's failure or delay in exercising any right or remedy under these Terms will operate as a waiver of such right or remedy, and no single or partial exercise by a party of any right or remedy under these Terms will preclude any additional or further exercise of such right or remedy or the exercise of any other right.

You may not assign or transfer these Terms or any of its obligations or rights hereunder to any other Person. Any such purported assignment by you without our written consent is void.

If a provision of these Terms is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions hereof will not be affected or impaired by such holding.

Except as explicitly provided herein, these Terms are not for the benefit of any other Person and no other Person shall have any right against you or us hereunder. These Terms do not create a joint venture, co-ownership, partnership, or agency relationship between you and us.

Your breach of these Terms relating to the licenses we grant to you and your use of BMO Confidential Information may result in irreparable harm and permanent injury to us for which monetary damages would be an inadequate remedy. In such circumstances, we will be entitled to seek and obtain, without the posting of a bond, in addition to all other remedies available to us at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions.

English Language (Canada)

You and we have expressly requested that these Terms, the Portal, and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que cette

entente, le portail “Portal” et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise (Quebec only / Québec seulement).