

Diners Club® Event Card

Cardmember Agreement



Diners Club
INTERNATIONAL®

Event Card Program – Cardmember Account Agreement

1. Definitions:

“Card” means the Diners Club Group Event 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”**, and **“your”** 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 the Card for purchases of goods or services (including tickets) in connection with events such as seminars, conventions, conferences, group meetings, or similar activities which are directly related to the business of the Organization (**“Event”**) from establishments that accept the Card (whether or not you sign a charge form), annual fees, late charges and other fees and charges described in this Agreement.

2. About This Agreement:

This Agreement governs your use of the 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 The Card:

You may not use the Card before it is activated or after the expiration date printed on the Card. You may not transfer the Card. 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 the 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 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 only to be used to charge purchases of goods and services in connection with Events and shall not be used for personal, family, or household purposes. Charging privileges will be automatically withdrawn upon termination of your employment or affiliation with your Organization or upon termination of the applicable contract between us and your Organization.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. Payment:

Your Organization is liable for all Charges to the Card Account.

6. Billing Statement:

Charges on the Card and the Card Account will be billed to your Organization, which will be liable for all Charges posted to the Card Account.

7. Suspension and Cancellation:

You may cancel the 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 the Card during suspension of your Cardmember privileges or after your Cardmember privileges are cancelled or expire.

8. 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. 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.

9. Lost or Stolen Card:

If the 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.

10. Billing Inquiries/Problems With Goods and Services:

Unless required by law, we are not responsible for any problem you have with goods or services acquired through the use of the Card. You will have to deal directly with the merchant in resolving a dispute. Until we receive a credit voucher from the merchant, your Organization is 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 the Card, whether caused directly or indirectly by matters beyond our reasonable control, by equipment failure or otherwise.

11. 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. If you fail to notify us in writing within this time period, you will be deemed to have accepted the change. Also, if you use the 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 anytime without notice.

12. 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.

13. 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.

14. Governing Law:

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

15. 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.

16. 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 comprise tout avis, soient rédigés en langue anglaise.****

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