

Mastercard Identity Check Terms and Conditions of Use  
for BMO Card Customers

Please read these terms carefully before using the Mastercard Identity Check service (the Service) for online transactions using your card issued by BMO.

In this Agreement, BMO, we, us, or our refers to BMO Bank N.A.

You, your, or yours refers to the user of the Service.

**1. DEFINITIONS**

**1.1 “Verification Codes”**

A unique 6-digit number sent to your chosen mobile number, landline telephone number, or email address.

**2. DESCRIPTION OF THE SERVICE**

2.1 Mastercard Identity Check is a secure payment scheme that allows you to make online purchases from retailers participating in this scheme. When you use your BMO card to make an online transaction, your transaction may go through the Mastercard Identity Check authentication process where it will be assessed for risk. You may then be prompted to enter a Verification Code which will be sent by text, voice, or email. If you choose not to follow the Mastercard Identity Check authentication process when prompted, you will not be able to proceed with the transaction.

2.2 Your Verification Code can only be sent to a mobile, landline number, or email address registered with BMO so you must make sure your contact details are up to date on your BMO card account. You will have the opportunity to choose the method of receiving your Verification Code on the screen. If your personal details change, you must notify us immediately to ensure that our records are up to date and so you can continue to transact online.

2.3 You are responsible for any fees or charges imposed by your telephone service provider in relation to receiving text, voice, or email. It is your responsibility to ensure your mobile, landline telephone or email address is able to receive the Verification Code.

2.4 By using this Service, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use this Service.

### **3. SECURITY**

3.1 You must ensure that your Verification Code is kept confidential at all times. You must not disclose the Verification Code to anyone else or write it down.

3.2 We reserve the right to pass any information we obtain in connection with the Service to the police, any prosecuting authority or any financial services regulatory authority to allow an investigation into suspected use of your identity details by someone else, or other fraudulent activity.

### **4. LIMITATION OF LIABILITY**

4.1 You agree that BMO shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

4.2 You agree that to the extent permitted by applicable law, we will not be liable to you for any damages in connection with the use of the Service. In no event will we be liable to you for any indirect, special, punitive, consequential or other damages, including without limitation, loss of profits, loss of use, loss of data, interruption of business, damage to your computer or damage to your telephone or cable service resulting from your use of the Service.

4.3 BMO assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your use of this Service. You should use your own virus protection software.

### **5. TERMINATION**

5.1 Subject to any fees or charges which may be imposed by your telephone service provider (see section 2.3 above), the Service is provided to you free of charge. We do not guarantee that the Service will always be available or uninterrupted.

5.2 We may suspend or terminate your use of the Service immediately if:

5.2.1 We reasonably believe that someone else is using or trying to use your Verification Code and/or identity details;

5.2.2. A fraud investigation is taking place or we reasonably believe that you are, or someone else is, using the Service illegally;

5.2.3. You are in breach of your BMO card agreement and/or these Terms; or

5.2.4. Your use of your BMO card is suspended or terminated in accordance with your BMO card agreement, or your account with BMO is closed.

5.3 We may suspend or withdraw or restrict the availability of all or any part of the Service for other reasons not listed above, such as where we are required to do so by Mastercard, to meet our legal or regulatory obligations, or due to business and operational reasons.

## **6. YOUR OBLIGATIONS**

6.1 You will be liable for your use of the Verification Code.

## **7. OTHER TERMS**

7.1 These Terms incorporate by reference the following additional terms, which also apply to your use of the Service:

7.1.1 Our Privacy Policy – <https://www.bmo.com/en-us/main/about-us/privacy/>. We will only use your information as set out in the Privacy Policy.

7.1.2 Your governing card agreement with BMO.

## **8. TRADEMARKS**

8.1. Mastercard® and Mastercard Identity Check™ are registered trademarks of Mastercard International Incorporated.