

# OnGuard Terms and Conditions

**The following terms and conditions of service (these “Terms and Conditions”) govern your access to and use of the OnGuard benefits (“Benefits”).**

“You”, “Subscriber” and “Your” refer to the individual who subscribed to OnGuard, as indicated on Your enrollment confirmation email or letter (“Welcome Communication”).

“Sigma”, “We”, “Us” and “Our” refer to Sigma Loyalty Group Inc. and our authorized service providers.

OnGuard Benefits are provided by one or more authorized third-party service providers, some of whom may reside outside of Canada. Certain Benefits may be subject to additional Terms and Conditions. It is the Subscriber’s responsibility to read third-party Terms and Conditions carefully before using the services provided.

## **Eligibility**

Your subscription is effective as of the enrollment date indicated on Your Welcome Communication. You are eligible to receive Benefits as long as Your subscription remains current. Eligibility for the Benefits also requires You to be a current OnGuard Subscriber at the time the applicable event occurs. You must be above the age of majority to be eligible for this service.

BMO is proud to offer Premium, Performance, Platinum and Employee plan customers access to OnGuard at no extra charge as long as You remain in an eligible BMO Bank Plan in good standing. If you are no longer enrolled in an eligible BMO Bank Plan in good standing, your complimentary OnGuard account will be cancelled.

## **Access to the Product/Service**

In order to access the Benefits and receive important communications related to the Benefits, You must have access to a device that connects to the Internet, an

Internet connection and an email address and/or mobile phone number that can receive incoming messages.

Access to this service will require activation by providing personal information and setting up a username and a password. You should consider Your username and password as confidential information and not share with anyone. By activating this service, You will be submitting Your personal information to Us and authorizing Us to access Your credit bureau file. Not all Benefits of this service begin immediately upon enrollment and may require You to provide or verify additional information.

## **Charge for the Product/Service**

Any applicable subscription fees, as indicated in Your Welcome Communication or as subsequently updated by Us on notice to You (“Fees”), will be charged in advance monthly to the payment account with which You registered for OnGuard.

To ensure uninterrupted service, Your subscription will automatically renew until You cancel. Your payment account will be charged at the then current rate on the renewal date.

## **Cancellation Policy**

### **Cancellation by You:**

If You are not completely satisfied with Your subscription You may cancel at any time by telephone at 1-866-327-3078. Cancellation will be effective as of the last day of the current cycle or 30 days after the notification is received, whichever is earlier.

### **Cancellation by Us:**

Your subscription may be cancelled if Your account is not in good standing, if You are found to be engaging in fraud or otherwise misusing the Benefits, or if we cannot

grant access to core Benefits of the service. We reserve the right to terminate subscriptions for any reason and provide notice to You. It is the Subscriber's responsibility to notify Us if the Subscriber changes his/her address or email contact information.

### **Information provided by You**

You agree that all information provided by You will be used by Us or Our service providers to provide Your Benefits, in accordance with Our Privacy Policy, and that We may verify Your identity using security questions. You declare and warrant that You are providing Us with accurate information and have all necessary rights to submit any information provided in the course of receiving the Benefits and that any submitted information or materials do not infringe the rights of third parties. Note that if You withdraw Your consent to certain uses of Your personal information, We may no longer be able to provide certain components of the OnGuard Benefits.

Your email address is required in order to fulfill certain servicing of the OnGuard Benefits. You are responsible for ensuring OnGuard has an accurate email address on file. Sigma expressly disclaims any and all responsibility and liability for servicing if the email address on file is inaccurate.

You may be required to provide information in certain specified formats or methods to receive certain Benefits. You acknowledge and agree that Sigma is not responsible for failure to provide Benefits or for data compromised as a result of Your failure to provide information using the requested formats or methods.

### **Monitoring & Alert Services**

The personal information You provide during activation will automatically be added to Your Watchlist and be subjected to online monitoring. You may edit or delete this information on the website at any time. You may also register additional information to be subjected to online monitoring, subject to any limitations outlined on the website.

To access Your identity alerts, You will be required to verify Your identity by answering questions related to Your credit profile. You certify that the information You provide is true and accurate. Your TransUnion credit file will be monitored for identity verification inquiries only. We do not provide any services, advice or assistance for the purpose of improving Your credit report, credit history or credit rating. This product is not intended as a substitute for consumer reports or other information that may be available to You without charge. If We cannot verify Your identity or locate Your TransUnion credit file based on the information provided, Your Benefits may be terminated.

Alerts are provided for Your convenience only, and any alerts received and managed are entirely at Your own risk. There may be inaccuracies in content or delays in identification or notification of alert events. Sigma cannot and does not accept any liability in respect of the content or timeliness of alerts received. We do not guarantee that alerts received, or subsequent assistance provided by Our customer service centre, will result in a particular outcome or that Our efforts on Your behalf will lead to a result satisfactory to You. You are responsible for reviewing the alert provided and assessing whether action is required. You are also responsible for payment of fees or charges levied by any third-party (including Your Internet or Mobile provider, etc.) to allow You to view content. Alerts will be provided to Your email address or mobile phone number based on Your preferences. You are responsible for ensuring We have accurate contact information on file.

### **Identity Restoration Services**

The Limited Power of Attorney service is provided by a third-party provider and is subject to additional Terms and Conditions. Subject to the regulations of the applicable institution(s), and where law and circumstances permit, the provider will contact the necessary institution(s) to restore Your identity. Some institutions will not allow a third-party to initiate changes on Your behalf. If the institution will not honour the request, You will be notified that the provider was unable

to complete the request on Your behalf. This service requires full collaboration between You and the provider. You are responsible for remaining reachable by the provider throughout the identity restoration process. You are solely responsible for ensuring that the provider has accurate contact information on file.

Neither We nor the third-party provider are responsible for errors in processing by Your institution, and expressly disclaim any and all responsibility for providing services where You have not provided accurate information.

This service provides assistance in restoring Your identity information only. In no event shall Sigma or the provider cover financial losses, damages or any other expenses that could result from identity theft. You are responsible for any expenses incurred during the restoration process, including, but not limited to, costs for replacing identification documents.

### **Lost Wallet Protection Services**

From the time You report the loss or theft of a payment card (each, a "Card", collectively "Cards") to OnGuard, You are covered against any subsequent fraudulent charges to the Card until the theft or loss is reported to the issuer by OnGuard, provided that the following conditions are met:

- (a) Your subscription must be continuously in effect from the time such Cards are lost or stolen until and including the time that the loss or theft is reported to OnGuard,
- (b) You must have taken reasonable precautions not to disclose the applicable Personal Identification Number (PIN) to any other person, and have kept it strictly confidential and separate from the Cards, (c) the fraudulent charges must be incurred in respect of the Cards that were indicated lost or stolen at the time of the initial report. Subject to the regulations of the applicable issuer, OnGuard assumes responsibility for notifying issuers of the loss, and will request replacement on Your behalf wherever possible. If the issuer will not honour the request, You will receive a call-back notifying You that We

are unable to complete the request. You are responsible for remaining reachable by Us after reporting the loss/theft. You are eligible to use this service provided You meet conditions (a)-(c) above. You are solely responsible for ensuring that OnGuard has accurate contact information on file.

We are not responsible for errors in processing by Your service provider, and expressly disclaim any and all responsibility for providing services where You have not provided accurate information.

For You to be eligible for complimentary credit monitoring, You must have agreed to enroll in this service at the time You reported Card loss or theft to OnGuard.

To be eligible to receive emergency travel services You must be stranded at least 250 km away from home and have reported Your Cards as lost or stolen within the last 24 hours. The advance of funds to provide You with cash cannot exceed the greater of One Thousand Dollars (\$1,000 Canadian Dollars) or the available credit limit on Your credit cards. This amount must be paid back within thirty (30) days and may be subject to additional fees. Emergency cash cannot be sent to the following countries: Burma/Myanmar, Cuba, Iran, North Korea. This list is subject to change as Our third-party providers may periodically change the destinations where they are able to transfer funds. Speak with Our representatives for confirmation by calling 1-866-327-3078 or 416-734-3904 toll-free. These limits, fees and conditions may be subject to change and will be updated per the Terms of this agreement.

OnGuard offers information to help You replace other lost or stolen items You may carry in Your wallet. This material is provided for informational purposes only and We do not represent or warrant that there will be no errors or delays in transmitting information. You have sole responsibility for replacing these items. Sigma shall not and does not accept any liability in respect of any activities that You may undertake through using the service.

### Online Software

Software is provided by third parties for Your convenience only, and may be subject to additional Terms and Conditions. Use of this Benefit is at Your own discretion and risk. We cannot guarantee that the software will be 100% effective, free of errors or bugs, or free from interruption or failure. We are not responsible for any problems arising from or relating to the operation or compatibility of the software on Your device. You will be solely responsible for any injury, including without limitation damage to Your computer system or loss of data that results from the download of the software.

### Acceptable Use Policy

You agree You will not, nor will You encourage others or assist others, harm OnGuard or use OnGuard to harm others. For example, You must not use the Benefits to harm, threaten, or harass another person, organization or Sigma and/or to build a similar service or product/service. You must not: (a) damage, disable, overburden, or impair the Benefits (or any network connected to the Benefits); (b) resell or redistribute the Benefits or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Benefits or attempt to carry out these activities; (d) make, copy or create derivative works of OnGuard (e) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile or translate OnGuard; (f) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Sigma) to access or use the Services; (g) use the Services beyond the features allocation and amounts provided in the Benefits; (h) use the Benefits to violate any law or distribute malware or malicious Content; or (i) distribute, post, share information or Content You don't have the right to or is illegal.

### General

All dollar amounts provided in the Terms and Conditions, Benefit Descriptions, Welcome Communication or on the websites are in Canadian Dollars.

We reserve the right to modify these Terms and Conditions from time to time in accordance with

applicable laws. We also reserve the right to modify the Benefits included in Your subscription as well as associated pricing. We reserve the right to subcontract any of the Benefits and services included in Your subscription to a third-party service provider, which may result in Your data being stored outside of Canada. This agreement (as may be amended from time to time) and the supporting documentation contained in Your Welcome Communication constitute Our entire agreement with You. If there is any inconsistency between the supporting documentation and these Terms and Conditions, these Terms and Conditions will prevail.

All services provided as part of Your Benefits ("Services") are offered "AS-IS". We make no warranties or representations, either express or implied, and expressly disclaim any and all liability (including damages), in relation to the provision of the Services, except where and to the extent prohibited by law, which may include the province of Quebec. In addition, We do not represent or warrant that applicable call centres, websites or online resources will be available and meet Your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other destructive code will be transmitted or that no damage will occur to Your computer system. You have sole responsibility for Your data and/or equipment protection and backup and for taking reasonable and appropriate precautions.

The websites include links to and from apps and websites operated by third parties. Links to or from apps and websites are for convenience only. Sigma does not review or control, and is not responsible for, the content or policies of any linked websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external apps and websites.

To the fullest extent permitted under law and save for the rights granted to consumers under applicable laws,

which may include the province of Quebec, You agree to indemnify, save, defend and hold harmless Sigma, Intersectons Inc., and each party's partners, parents, subsidiaries, affiliates, successors or assigns, and their directors, officers, employees, agents, representatives and third-party service providers from and against any and all claims, costs, expenses, demands, damages, lawsuits, fines, penalties and liabilities, including, without limitation, interest, penalties, court costs, and attorneys' fees to the extent resulting or arising from any breach of this Agreement including but not limited to Your fraudulent conduct or misuse of the Benefits.

To the extent permitted by applicable law, unless We agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to these Terms and Conditions, the Services, statements, promotions or advertisements relating to the Services or these Terms and Conditions ("Dispute") will be determined by final and binding arbitration to the exclusion of the courts.

That being said, the aggregate liability of Sigma and its affiliates, officers, resellers, employees, agents, suppliers or licensors, relating to the services will be limited to the greater of: (a) one times the most recent monthly or annual fee that You have paid for that Service; or (b) One Hundred Dollars (\$100 Canadian Dollars). The limitations and exclusion also apply if this remedy does not fully compensate You for any losses or fails of its essential purpose. Some jurisdictions limit or prohibit the foregoing limitations, and in such jurisdictions the foregoing limitations shall be applied to the maximum extent permitted by law.

### **Miscellaneous**

This Agreement is governed by the laws of Your Province or Territory of residence and Canada.

Headings are for convenience only and shall have no effect on the construction or interpretation of these Terms and Conditions.

By using the OnGuard website or service, You are deemed to have read and accepted the Terms and Conditions of this agreement.

### **How to contact Us:**

#### **FOR GENERAL INQUIRIES**

OnGuard

PO Box 3020, Postal Station D

Toronto, Ontario M9C 4V5

Telephone Number: 1-866-327-3078 or local 416-734-3904

Fax Number: 1 800 565-2945

Email: [info@onguardprotect.com](mailto:info@onguardprotect.com)