

The following Disclosures apply to new M&T Bank M&T Visa® Credit Card, M&T Visa® Credit Card with Rewards, M&T Visa® Signature Credit Card, and M&T Secured Credit Card accounts, and are provided as required by law.

Please Note: If you are approved and qualify for any promotional offer, the specific account disclosures for that promotional offer are in the materials that came with your offer solicitation, and will also be mailed to you with your Agreement.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	M&T Visa® Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 13.74 and 20.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Visa® Credit Card with Rewards Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 14.74 and 21.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Visa® Signature Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 17.74 and 21.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Secured Credit Card Accounts: Your APR will be 20.74% and will vary with the market based on the Prime Rate.
APR for Balance Transfers	M&T Visa® Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 13.74 and 20.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Visa® Credit Card with Rewards Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 14.74 and 21.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Visa® Signature Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 17.74 and 21.74% based on your creditworthiness and will vary with the market based on the Prime Rate. M&T Secured Credit Card Accounts: Your APR will be 20.74% and will vary with the market based on the Prime Rate.
APR for Cash Advances	25.74%. This APR will vary with the market based on the Prime Rate.
APR for Overdraft Advances	25.74%. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	24.99%. This APR may be applied to your account if your account is past due 60 days. How Long Will the Penalty APR Apply? If your APRs are increased, the Penalty APR will apply until you make 6 consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire account balance by the due date each month. We will begin charging interest on balance transfers, cash advances and overdraft advances on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees	
Balance Transfer	4% of each balance transfer (minimum \$10)
Cash Advance	3% of each transaction (minimum \$10)
Overdraft Transfer	\$8.00 for each transaction, but charged no more than once per day
Foreign Transaction Fee	3% of each transaction in U.S. dollars (excluding the M&T Visa® Signature Credit Card, on which no Foreign Transaction Fees are charged)
Penalty Fees	
Late Payment	up to \$35
Unpaid Convenience Checks	up to \$25
Returned Payment	up to \$25

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR to your purchases and balance transfers if you are more than 60 days late.

Overdraft Protection: If you have requested that your account be linked as overdraft protection for your Checking Account, you will not obtain credit from your account to cover any overdrafts for 10 days after the account has been opened.

You have a right to reject this account by calling 1-866-279-0888 and will not be obligated to pay the fees described above or any other fees or charges until you have used the account or made a payment on the account after receiving a billing statement.

The information about the costs of the card described in this application is accurate as of (2/1/2026). This information may have changed after that date. To find out what may have changed, call us at 1-866-279-0888.

New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website, www.dfs.ny.gov, for free information on comparative credit card rates, fees and grace periods.

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To obtain this information orally, along with general information about the terms of your loan or line, please call toll free 1-800-724-1702.

Alternative Payment Schedule Notice: If you accept an alternative payment schedule during the term of your credit card, it may have a negative impact on your credit score or rating.

Authorization

By submitting an application for any M&T Bank credit card, you agree that you are at least 18 years old, you have a valid social security number or individual taxpayer identification number, and that all information you have provided to us on the application or any other document is true and complete. You authorize us to obtain your credit and employment histories, and agree that we may, at any time, obtain credit reports or any other information we feel is necessary in connection with your application or any audit, review, update, quality control, renewal, extension or collection of any credit extended as a result of your application. In addition, you understand that if you ask, we will tell you if a credit report was requested, and, if so, the name and address of the credit-reporting agency furnishing it. To request this information you should write M&T Bank, PO Box 767, Buffalo, NY 14240 Attn: Credit Department or call 1-800-724-6441.

You acknowledge that all of the terms provided by these disclosures are subject to change, at our discretion, at any time, and agree that if we accept your application, you will comply with all of the terms contained in your M&T Bank Credit Card Agreement and Disclosures and Terms that we will provide to you.

Balance Transfers

We may decline balance transfer requests under certain circumstances. For example, if your account is delinquent or overlimit, we may decline to process your request. If we do, we will notify you. Your balance transfer limit, including all applicable fees, may not exceed the value of your available credit line. If the total balance transfer amount you request exceeds the value of your available

credit line, you authorize us to send either full or partial payment to your creditors in the order you provide them to us. For any introductory balance transfer offer, the offer period begins at account opening.

A credit card balance transfer can only be used to pay off an existing credit card balance with another financial institution. It cannot be used to pay off a loan or line of credit or another debt held by M&T Bank or its affiliates.

Please review your Credit Card Agreement and Disclosures and Terms when you receive them. We will not affect any balance transfer you request if you call 1-866-279-0888 and withdraw your balance transfer request within 10 days after the account has been opened.

Please continue to make your monthly payment on any account from which you are transferring balances until the requested balance transfer is complete. Standard processing time varies, so your balance transfer may not take effect before your next cycle.

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M&T Bank Visa® Credit Card Agreement

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. YOU MAY REJECT THE ARBITRATION PROVISION IN ACCORDANCE WITH THE TERMS OF THE “ARBITRATION” SECTION BELOW.

This Agreement governs the use of Your M&T Visa® Credit Card, M&T Visa® Credit Card with Rewards, M&T Visa® Signature Credit Card, or M&T Secured Credit Card account with M&T Bank, and together with the Application, Disclosures and Terms, and any other documents We provide in connection with the Account is the collective agreement that applies to all transactions on Your Account. This Agreement is the final expression of the terms and conditions of Your Credit Card Account with Us, and it supersedes any alleged oral or inconsistent provisions of any prior agreement. If any part of the Agreement conflicts with applicable law or is determined by a court to be invalid, this Agreement will be considered changed to the extent necessary to comply with the law or court decision and the remainder of the Agreement will remain in effect. By applying for an Account, or using a Card, You agree that We may provide Your personal data to VISA U.S.A., its members or their agents for, among other things, the purpose of providing emergency cash, emergency credit card replacement services, or as required by the Visa rules and regulations (“**Visa Rules**”). Please read this Agreement in its entirety and keep it for Your records.

Definitions

In this Agreement, “**We**” “**Us**” “**Our**” “**Ours**” and “**M&T**” mean **M&T Bank**, its successors and assigns, the issuer of the Card(s) and Your Account creditor. “**You**” and “**Your**” mean each person who signs an application for, or otherwise requests, a credit card account with Us. “**Account**” means Your Credit Card account with Us to which the Card(s) are linked. “**Card**” means each Credit Card linked to the Account that We have issued to You and includes each credit card, other access device, such as account numbers, We issue to You, or Checks in connection with the Account. “**Checks**” mean promotional cash advance or balance transfer checks and convenience checks We may provide You from time to time. “**Agreement**” means this Agreement, the “Disclosures and Terms” that are provided with Your Card, And any other documents provided to You in connection with the Account, that together comprise Your “Agreement.” “**Purchase(s)**” means a purchase of goods and/or services from participating merchants who accept VISA cards. “**Transaction**” means any amount of credit obtained under Your Account for Purchases, Advances, Balance Transfers, Checks and overdrafts. “**Outstanding Balance**” means the total dollar amount of Your obligation under this Agreement for all Transactions, interest, finance charges, fees, and any other costs. “**Advances**” is defined in the section captioned *Use of the Account*. “**Credit Limit**” is defined in the section captioned *Credit Limit*. The term “**Business Day**” means Monday through Friday, excluding federal holidays.

Effective Date

This Agreement becomes effective as soon as You activate the Card or the Account. Even if the Card or Account has not been used or activated, this Agreement becomes effective unless You contact Us within 30 days after You receive the Card by calling the number on the back of the Card to cancel Your Account.

Responsibility

By applying for or using the Card, You accept, agree to, and are bound by these terms and conditions. You promise to do everything this Agreement requires of You, and You promise to pay all amounts due on Your Account. Your obligation to pay the Outstanding Balance continues even though an agreement, divorce decree or other court judgment to which We are not a party may direct You or one of the other persons responsible to pay the account. You agree to pay each and all of the interest, fees and charges described in this Agreement.

Authorized User

If You or Your Joint Account holder lets someone else use the Account (“Authorized User”), You and any Joint Account holder are responsible for all Transactions made by that person, whether or not You have notified Us that the person will be using Your Account and whether or not the amount of the actual use exceeds Your permission or was made for Your benefit. An Authorized User will not be responsible for paying the balances due on Your Account. You agree not to allow access to the Account to anyone who is not an Authorized User. You are responsible for any Account transactions made by You or anyone whom You are deemed to have authorized by (a) lending Your Card to, or allowing Account access by another person; or (b) any other way in which You would be legally considered to have allowed another person to use Your Account or to be legally prevented from denying that You did so. You cannot disclaim responsibility for these charges by notifying Us, but if You write Us at the address or call Us at the telephone number shown on Your billing statement and return all Cards and Checks to Us, We will close Your Account for new Transactions.

Use of the Account

You must sign the Card immediately upon its receipt. If You do not sign the Card, You will still be obligated to pay any and all amounts incurred on the Account. The Card may only be used during its validity period, which is printed on the Card.

You may use the Card to make Purchases. You may obtain cash advances from Us and from other financial institutions that accept VISA Cards, as well as from automated teller machines (ATMs) that accept VISA Cards (but not all ATMs accept VISA Cards.) (“**Advances**”). To obtain cash advances from an ATM, You must use the Personal Identification Number (PIN) that is issued to You.

With the exception of M&T Secured Credit Card Accounts, You may use Checks issued by Us to access Your Account, subject to any terms communicated to You with the Checks in addition to the terms of this Agreement. When You or a Cardholder sign(s) a Check, You or Cardholder request(s) a cash Advance from the Account. We may refuse to pay a Check for any reason. At Your risk and upon Your request or the request of a Cardholder, We will accept a stop payment request on a Check. You or a Cardholder must provide Us with any information We may require. A stop payment request becomes effective only after We have had a reasonable opportunity to act upon it. Our receipt of a stop payment request comes too late if: We have indicated in any manner that We will pay or honor the Check; the Check is already in Our processing system; or We do not have a reasonable time to act upon it (and You and We agree that the receipt of Your stop payment request on the same day as the Check is presented to Us does not give Us a reasonable time to act on the stop payment request). Stop payment requests may be made orally or in writing. A stop payment request is effective for 6 months following Our receipt and must be renewed either orally or in writing. If You fail to renew a stop payment request before it expires, You will be deemed to have consented to payment of the Check.

Overdraft Protection

The Overdraft Protection Service (the “Service”) can be added to any eligible checking account that you maintain with us. However, some exceptions may apply. Please see your linked Checking Account Specific Features and Terms for details. With the Service, available funds will automatically be transferred from Your Account to cover overdrafts in your Checking Account under the terms and conditions described herein. By requesting the Service, whether you do so orally, in writing, or through any electronic channel or banking service we offer, you agree to be bound by these terms and conditions.

How the Service Impacts Authorization of Certain Transactions You agree that we may consider available funds in Your Account when we determine whether to approve certain types of transactions in your Checking Account. For example, if you try to make a debit card transaction or a bill payment through M&T Online and Mobile Bill Pay, we will consider the available funds in your Checking Account plus the available funds or available credit in Your Account when we determine whether to authorize your transaction. This authorization process does not mean that those funds are transferred from Your Account to your Checking Account at that time, and whether funds will be transferred under the Service will be determined in accordance with these terms and conditions on the Business Day that those transactions settle and post as final transactions to your account. However, if the transaction is a bill payment through M&T Online Banking, M&T Mobile Bill Pay, or a branch teller transaction, this authorization means that funds are transferred immediately from Your Account to your Checking Account and will post on the day of the transaction. Note that the funds transferred from Your Account are not held to pay the specific transaction that was authorized; the funds may pay any transaction that is presented for settlement. You also agree that we will not (and have no obligation to) consider available funds in Your Account when determining whether to authorize certain other types of transactions from your Checking Account, such as transfers from your M&T deposit accounts to accounts at other institutions using our Bank to Bank Transfer service and internal transfers initiated through M&T Online Banking and M&T Mobile Banking from Checking Account to another account at M&T (including deposit, credit card, and loan accounts). These types of transactions will be authorized only if you have sufficient available funds in your Checking Account. If you have any questions about the authorization process for any type of transaction, please contact your M&T representative or visit mtb.com to find the appropriate support.

How the Service Works to Cover Overdraft If there are sufficient available funds in your Checking Account to pay all of the debits to that account at settlement, those funds are utilized to pay the debits and no overdraft transfer will be made; provided, however, if Your Account is a credit card and the transaction is a bill payment through M&T Online Banking, M&T Mobile Bill Pay, or a branch teller transaction, any transfer made from Your Account to cover an authorization as described above will remain in your Checking Account and be treated for purpose of this section as part of your available funds, even if you would have had sufficient available funds in your Checking Account to pay all debits presented for settlement on that day without considering the amounts transferred from Your Account during the day. If there are not sufficient available funds in your Checking Account to pay one or more of the debits to that account at settlement, available funds in Your Account will be transferred to your Checking Account to cover the shortfall to the extent and in the manner described below:

- (i) If you have sufficient available funds in Your Account to cover the entire shortfall in your Checking Account, we will transfer funds from Your Account to your Checking Account in the amount of the shortfall.
- (ii) If the available funds in Your Account are less than the total amount of the shortfall in your linked checking account, but are sufficient to fully cover the overdraft(s) created by one or more of the debits as they are posted to the account, we will transfer funds from Your Account to your linked checking account to cover such debits.
- (iii) If there are insufficient funds in Your Account to pay the full amount of an overdraft created by a particular debit to your Checking Account, no transfer will be made with respect to that debit, and your Checking Account may

be assessed an overdraft fee in accordance with our policies, the terms and conditions governing the Checking Account, and your overdraft service elections. We reserve the right to pay such debits, or to return any of them unpaid.

- (iv) In the case of a credit card account, if the transaction is a bill payment through M&T Online Banking, M&T Mobile Bill Pay, or a branch teller transaction, multiple transfers may occur in a single day if multiple transactions are conducted while the Checking Account does not have sufficient funds.
- (v) If at any banking office of M&T Bank, You cash a check or other item but the check or other item is not paid by the financial institution on which it is written, and it exceeds the balance available for withdrawal from Your Checking Account, We will lend the excess under your Credit Card.

No available funds in Your Account will be transferred to your Checking Account to pay any fee we may charge to your Checking Account, even if the imposition of such fee results in your Checking Account having a negative balance (i.e., a balance less than zero). There will also be no transfer of available funds from Your Account to your Checking Account to cover a previously existing negative balance in your Checking Account (e.g., a negative balance in your Checking Account caused by transactions that were not covered through the Service on the Business Day that they were posted to your Checking Account). Therefore, you must immediately make a deposit to your Checking Account to cover these types of negative balances in your Checking Account. Finally, please reference your account agreements for Your Account and Checking Account to determine if you are permitted to use Your Account to make a payment on a debt owed to M&T Bank; you may be prohibited in certain circumstances from using an overdraft transfer from your credit card to pay another debt owed to M&T Bank.

When we transfer funds under the Service, we may charge an Overdraft Transfer Fee as described in this Agreement. For consumer accounts, no Overdraft Transfer Fee will be charged on a day if the shortfall in your Checking Account results solely from ATM or one-time debit card transactions that were originally authorized while your available balance was sufficient to pay the transactions, based on the final amount of the transactions we receive from the merchants. Only one Overdraft Transfer Fee, if applicable, will be assessed to Your Account for any Business Day on which funds are transferred from Your Account to your Checking Account through use of the Service, regardless of the number or the amounts of debits that generate the transfer or transfers. Any applicable Overdraft Transfer Fee is set forth in the current fee schedule applicable to Your Account. We may change this fee or establish a new fee for the Service at any time in our sole discretion. If we do so, we will send or deliver any notice of the change that applicable law requires us to send or deliver to you. Note that we do not charge an overdraft fee (as described in in this agreement for debits that are fully covered by the available balances in your Checking Account and/or Your Account under the Service.

If you do not have sufficient available funds in Your Account to cover the amount by which a particular debit would overdraw your Checking Account, we will not cover the overdraft under the Service and we may charge an overdraft fee for that debit in accordance with our policies, the current terms governing your Checking Account, and your overdraft service elections.

For consumer accounts, if Your Account is a joint account and we receive a notice from any of the joint account owners instructing us not to permit withdrawals from Your Account unless authorized by all of the joint account owners, we can, but will not have to, refuse to permit further withdrawals from Your Account (including, but not limited to, any withdrawal to pay an overdraft in your linked Checking Account through use of the Service) until our receipt of a document signed by all of the joint account owners that authorizes us to resume permitting withdrawals from Your Account.

Termination of the Service The Service shall automatically terminate upon the closing of Your Account or your Checking Account, unless only Your Account is closed, and, prior to closing such account you have made arrangements with us to substitute another account to serve as a new Account. We reserve the right to terminate the Service or your use of the Service at any time. If we do so, however, we will provide you with notice to the extent and in the manner required by applicable law. If we are not required by law to provide you with a notice that we are terminating the Service or use of the Service, we will send or deliver a notice of the termination to you before the termination takes effect, unless, in our judgment, circumstances require us to terminate the Service or your use of the Service before giving you notice. You may terminate your use of the Service at any time by written notice to us, addressed to M&T Bank, P.O. Box 767, Buffalo, New York 14240-0767, Attention: M&T Telephone Banking Center, or by such other means as we may from time to time permit. Any such notice we receive from you will become effective on the date on which we received and had a reasonable time to act on it.

To find the most current Overdraft Protection Service Features and Terms, please visit mtb.com/redirects/odpdisclosure.

For M&T Secured Credit Card Accounts Only

You agree that the creation of, and access to, Your Account is conditioned on You providing a security deposit in an amount equal to Your credit limit ("Security Deposit"). If You do not already have a savings account with M&T Bank ("Savings Account"), You will be required to open an account prior to the opening of this Credit Card Account. You agree that We may hold the

Security Deposit in Your Savings Account during the term of this Agreement, or until We determine that a Security Deposit is no longer required. You agree that 1.) You will not have access to the Security Deposit in Your Savings Account, 2.) You have granted Us a Security Interest in such funds, 3.) You have pledged such funds as collateral, and 4.) We will maintain full control of the Security Deposit during the term of this Agreement.

We may apply any part or the full amount of the Security Deposit to the Outstanding Balance owed on Your Account in the event that 1.) You default under any of the terms of the Agreement, 2.) You close Your Account, 3.) We terminate Your Account for any reason, or 4.) the Savings Accounts holding your Security Deposit is no longer in good standing. Such application of funds shall not satisfy any Minimum Monthly Payment under the Agreement. After We apply such funds, any excess funds will remain in Your Savings Account, and will no longer be pledged.

We may, at Our discretion release Our hold on the Security Deposit, but will not be required to do so.

Joint and Several Liability

If more than one owner or co-applicant applies for an Account, You and Your joint Account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. This means that We can require any one of You individually to repay the entire amount owed under this Agreement. Each of You authorizes the other(s) to make Purchases, cash Advances, or otherwise access Your Account, individually as well as for each Cardholder. Any one of You may terminate the Account and the termination will be effective as to all of You. You understand and agree that in the event of conflicting directions, We will terminate the Account upon receiving a request by any co-applicant of the Account.

Our Right to Cancel Your Account / How to Cancel Your Account

We can suspend, cancel or terminate the Account and/or revoke Card(s) at any time without prior notice, except as required by law. You or a Cardholder cannot use a Card or Checks after any such termination or cancellation has occurred. You can cancel the Account by notifying Us. In either case, You and any Cardholder agree to destroy all Cards and Checks. Cancellation of the Account will not affect Your liability to Us for the Outstanding Balance and any other costs related to the Account. You are also responsible for all Transactions made to the Account after termination until such time as You duly notified Us in accordance with the section below, unless the Transactions were fraudulent. Checks are no longer valid if the Account has been suspended or terminated.

Lost or Stolen Cards / Liability for Unauthorized Use

You must notify Us orally or in writing immediately of the loss, theft, or possible unauthorized use of the Card or Checks. You are not liable for unauthorized Transactions made by using the Card after You duly notify us of its loss, theft, or suspected unauthorized user and allow Us a reasonable amount of time to act. Under VISA Rules, You will generally have no liability for the unauthorized use of any Card after its loss or theft. If there is an exception to the VISA "zero liability" operating rule, such as if You or a Cardholder are grossly negligent in handling Your Card, Your maximum liability is \$50. **You can notify Us by calling 1-800-724-2440 or writing Us at: M&T Bank, PO Box 8405, Wilmington, DE 19899-8405.**

You agree to assist Us in determining the facts, circumstances and other pertinent information relating to any loss, theft or suspected unauthorized use of a Card and Account and comply with such procedures as We may require in connection with Our investigation, including assisting in the prosecution of any unauthorized user.

Credit Limit

The Account's "Credit Limit" is the maximum amount of Transactions (Purchases, cash Advances, Checks, Balance Transfers, overdraft protection, promotional cash Advances, and promotional Balance Transfers), interest, finance charges, plus any other charges that We allow You to owe Us on Your Account at any time. You will be advised of the Credit Limit when We issue the Card(s) connected to the Account. You shall not allow Your Outstanding Balance to exceed Your Credit Limit. However, if You exceed Your Credit Limit, You are still responsible to pay the Outstanding Balance to Us. Notwithstanding a higher Credit Limit, We do not give up any of Our rights under this Agreement and We can require that You immediately pay to Us any amount in excess of Your Credit Limit. We may establish a maximum cash advance amount that is less than Your Credit Limit. This cash advance limit is deemed to be the "Cash Limit".

Each payment You make on the Account will restore the Credit Limit by the amount of the payment, unless You are over Your Credit Limit. At Our sole discretion, We may wait to restore Your Credit Limit until We have actually collected the funds You have submitted to Us in payment. If You are over the Credit Limit, You must pay the amount You are over before payments will begin to restore the Credit Limit. You may request an increase in the Credit Limit only by a method acceptable to Us that We communicate to You.

We can increase or decrease the Credit Limit at any time for any reason and We can refuse to make a Transaction (without prior notice) at any time for any reason not prohibited by law. We are not responsible for any losses if a Transaction is declined for any reason, either by Us or someone else, even if You have credit availability. We may require You to register Your account with an authorization system that We select for online Transactions, and decline Your online Transactions if You do not register.

Interest Charges and Fees

We calculate interest on the Account using the average daily balance method (including new Transactions) **“Average Daily Balance”**. We calculate interest separately for each category of Transactions (purchases, Advances, Checks, balance transfers, overdraft protection, promotional cash advances, and promotional balance transfers). For each category of Transaction, We calculate a **“Balance Subject to Interest Rate”** for the billing cycle by adding up the daily balances and dividing that amount by the number of days in the billing cycle. Interest for each balance is calculated by multiplying the **“Daily Periodic Rate”** for each balance times the Balance Subject to Interest Rate for each category and by the number of days in the billing cycle.

We begin with the balance for each category on the first day of the billing cycle and add any unpaid periodic interest charge. To get the daily balance for each category, We take the beginning balance each day, add any periodic interest from the prior day, add any new transactions and other debits (such as fees), subtract any credits or payments as of that day and make other adjustments. A credit balance is considered zero. Then, for each category, We calculate a Balance Subject to Interest Rate for the billing cycle by adding up the daily balances and dividing that amount by the number of days in the billing cycle.

Except as provided in the section headed “Paying Interest,” interest will begin to accrue on any Transaction on the transaction date. For Checks, the transaction date is the date the check is presented to Us for payment.

Your APRs and Daily Periodic Rates may vary (i.e., increase and decrease) with changes in the Prime Rate (as defined below). We will determine Your purchase APR by adding Your purchase margin to the Prime Rate. We will determine Your cash Advance and Check APRs by adding a margin of 18.99% to the prime rate, and Your overdraft APR by adding a margin of 18.99% (10.99 for accounts opened prior to 6/5/14) to the Prime Rate. Your balance transfer APR will be equal to Your purchase APR after any applicable promotional period expires. **To the extent permitted by applicable law, Your APRs are not subject to a maximum limit.**

We calculate each APR for each monthly billing cycle by adding the appropriate margin to the prime rate published in *The Wall Street Journal* on the first business day of the previous month. The “Prime Rate” is the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. The Prime Rate is not the lowest or the best interest rate available to a borrower at any particular bank at any particular time – it is only a pricing index. If *The Wall Street Journal* stops publishing the Prime Rate, We will select a similar pricing index rate to calculate Your APRs.

For each billing period, We see what the Prime Rate was on the first business day of the previous month. For example, the Prime Rate for the billing period beginning March 1 will be the Prime Rate published on February 1. We then add the applicable margin to that Prime Rate to get the APR. The Daily Periodic Rate is 1/365th of the APR, and 1/366th in a leap year. If Our calculation results in a change to a Daily Periodic Rate from the previous month because the Prime Rate has changed, the new rate will apply as of the first day of Your billing period that begins for the current monthly billing cycle. If the Daily Periodic Rate increases, You will have to pay a higher interest charge and may have to pay a higher Minimum Monthly Payment.

Paying Interest

Your due date will be at least 25 days after the close of each billing cycle. If a monthly statement includes new purchases, You may avoid paying interest on those new purchases by paying the entire new balance reflected on that monthly statement (the **“New Balance”** for that month) in full by the payment due date for that monthly statement (the **“Payment Due Date”** for that month). If We do not receive the entire New Balance by the Payment Due Date, interest will be charged on the purchases from the date of the transaction. Interest charges on balance transfers, cash advances, and overdraft advances begin to accrue on the transaction date and continue to accrue until paid in full, and will be assessed even if Your entire New Balance is paid by the Payment Due Date.

Penalty Rate

A Penalty **APR** will apply to all balance categories instead of the introductory APR or regular **APRs** if You fail to pay the Minimum Monthly Payment within 60 days after its due date. If You promptly remedy the default, Your Account will return to the regular **APRs** for each balance after 6 consecutive cycles in which Your Account is deemed current and is not in default. Otherwise, Your **APRs** will remain at your Penalty APR until Your Outstanding Balance is paid in full. The **APR** increase will occur regardless of whether We exercise any other right or remedy permitted under this Agreement or by law for Your default.

Fees and Charges

Late Charges. You must pay a late charge, as described below, if any Minimum Monthly Payment is overdue.

Late Payment Charge of up to \$35 (not to exceed the minimum monthly payment amount), \$35 if You make a late payment within 6 billing cycles of any previous late payment. We add the late charge to Your purchase balance.

Returned Check Charges. If You use a payment check to pay any amount owing under Your Account and the check is not paid, You must pay a returned check charge of up to \$25, not to exceed the amount of the check. We add the charge to Your purchase balance as of the date of dishonor.

Cash Advance. If You obtain a cash advance, You must pay a cash advance fee of three percent (3%) of the value of the cash that is advanced, subject to a \$10 minimum fee. This fee is a **FINANCE CHARGE**. We add the fee to Your cash advance balance as of the Transaction date. An M&T Online Banking transfer from your Credit Card to your linked checking account is considered a cash advance. Person-to-person (P2P) transactions are also considered a cash advance if the merchant submits the transactions as such.

Balance Transfers. If You obtain a balance transfer, You must pay a balance transfer fee of four percent (4%) of the value of the transferred balance, subject to a \$10 minimum fee. This fee is a **FINANCE CHARGE**. We add the fee to Your balance transfer balance as of the Transaction date.

We may decline balance transfer requests under certain circumstances. For example, if the Account is delinquent or overlimit, We may decline to process a request for balance transfer. If We do, We will notify You. The balance transfer limit, including all applicable fees, may not exceed the value of the Account's available credit line. If the total balance transfer amount You request exceeds the value of the available credit line, You authorize Us to send either full or partial payment to Your creditors in the order You provide them to Us.

A credit card balance transfer can only be used to pay off an existing credit card balance with another financial institution. It cannot be used to pay off a loan or line of credit or another debt held by M&T Bank or its affiliates.

Overdraft Transfer Fee. If You have linked Your Checking Account to Your Account, You must pay a \$8.00 transfer fee on each day a transfer to Your Checking Account occurs. You will only pay one \$8.00 transfer fee per day, regardless of the number of transfers made during that day. This fee is a **FINANCE CHARGE**. We add the fee to Your overdraft balance as of the Transaction date.

Unpaid Convenience Check Fee. If We do not pay a Check (because You have asked Us not to do so or if we have decided not to pay it because You are in default, a Check has expired, etc.) You must pay an Unpaid Convenience Check Fee of up to \$25, not to exceed the amount of the check.

Foreign Transaction Fee. If You use Your Card for any transaction involving a foreign currency (not in U.S. dollars), You must pay a Foreign Transaction Fee of three percent (3%) of the value of the transaction after conversion to U.S. dollars, unless You have the M&T Visa® Signature Credit Card, on which no Foreign Transaction Fees are charged.

Expedited Card Fee. If You request that We expedite the delivery of a replacement Card, You must pay an Expedited Card Fee of \$25.

Method of Payment

You must pay Us Your Outstanding Balance. You can pay it in full at any time without any penalty, or You can pay it in installments. You must pay it in United States funds. By the date shown on any statement for Your Account, You must pay at least the Minimum Monthly Payment shown on the statement.

Monthly Minimum Payment

The "**Minimum Monthly Payment**" is the greater of:

- (a) \$15; or
- (b) 2.5% of the Outstanding Balance of Your Account at the end of a billing period plus the greater of (i) any amounts over limit or (ii) any past due amounts.

Your Minimum Monthly Payment will be rounded to the nearest dollar.

Defer a Payment

In Our sole discretion, We may allow You to defer making the Minimum Monthly Payment for certain billing periods. During the deferred-payment period, interest will be assessed, but no late fee will be imposed. At the end of the deferred-payment period, all terms of this Agreement that would have applied, were it not for the deferred-payment feature, will automatically resume without notice.

Payment Requirements

We do not accept cash payments through the mail. Mailed payments must be made by payment check or money order accompanied by the payment stub attached to the statement and must be received by Us at Credit Card Payment Processing, P.O. Box 62014, Baltimore, MD 21264-2014. Payments made in person must be made at an M&T Bank branch by payment check or money order accompanied by the payment stub attached to the statement. Checks must be made payable to **M&T Bank**. Except to the extent required by applicable law, if We accept any payment that does not conform to these requirements, the payment need not be posted or considered to have been made until the 5th day after the date We receive it.

Payment Allocation

We will allocate Your payments in the manner We determine. In most instances, We will allocate Your payments up to the Minimum Monthly Payment to balances (including Transactions made after the statement) with lower **APRs** before balances with higher **APRs**. Payments above the Minimum Monthly Payment will be allocated to balances with higher **APRs** before balances with lower **APRs**.

Foreign Transactions

Transactions made in foreign countries and foreign currencies will be billed to You in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate in effect on the central processing date may differ from the rate in effect on either the transaction date or the posting date. The exchange rate is subject to change by VISA.

Alternative Payment Schedule Notice

If you accept an alternative payment schedule during the term of your Credit Card, it may have a negative impact on your credit score or rating.

Amendment of Agreement

To the extent allowed by law, We may change the terms of this Agreement from time to time, regardless of whether You have access to Your Account, by adding, deleting, or modifying any provision (an "**Amendment**"). Once amended, any reference to Your "Agreement" will mean the Agreement as modified by the Amendment. Our right to add, delete, or modify provisions includes financial terms, such as the **APRs** and fees, and any other terms including, for example, the nature, extent, and enforcement of the rights and obligations You or We may have relating to this Agreement. Notice of any change will be given in accordance with applicable law. The Amendment will become effective on the effective date stated in the notice. Use of Your Card after receiving notice of a change will further evidence Your agreement to the change. If permitted by law and unless otherwise specified in the notice to You, the change will apply to Your Outstanding Balance as well as to future transactions. If You give Us written notice that You do not agree to the change, We will terminate Your Account and You will be permitted to pay the Outstanding Balance as of the effective date under the terms of the Agreement governing Your Account at the time our notice was given. If You use Your Card after the effective date of the Amendment, You will be considered to have agreed to the new terms even if You have sent Us such written notice.

Reissuance of Cards

You agree that at any time for any reason We may reissue a Card to You and/or may ask You to return any or all Cards.

Default

Except to the extent prohibited by applicable law, You will be in default if:

- 1) You fail to make any payment when due under this Agreement or to comply with any of the other terms of this Agreement in existence now or in the future;
- 2) You die, file for bankruptcy or become insolvent;
- 3) You make any false or misleading statements in any credit application or credit update, or violate any other provision of this Agreement;
- 4) We believe Your ability to pay what is owed under this Agreement has been substantially reduced;
- 5) You fail to pay any other indebtedness owed to Us or our affiliates existing now or coming into existence in the future by the date it becomes due;
- 6) Legal proceedings are commenced to take any property belonging to You whether now existing or hereafter acquired; or
- 7) Any tax or other involuntary lien is filed or recorded against any property belonging to You now or in the future,

If You are in default, We may declare the Outstanding Balance and any other amounts You owe to be immediately due, prohibit further Transactions (without prior notice), cancel the Cards, terminate the Account, and revoke any privileges associated with the Card or Account. We may increase Your **APRs** to the **Penalty APR** under the circumstances described in the section in this Agreement headed "**Penalty Rate**."

Collection Costs

If You are in default, to the extent permitted by applicable law, You agree to pay reasonable collection expenses that We incur enforcing this Agreement, including court costs and attorney's fees not exceeding 20% of the amount due and payable under this Agreement if it is referred to an attorney not Our salaried employee for collection.

New Hampshire Residents: If You prevail in any action, suit or proceeding we bring or in an action You bring in connection with this Agreement, reasonable attorney's fees shall be awarded to You. If You successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by Us, the court may withhold from Us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

Communication Regarding Account, Statements and Notices

You authorize M&T to contact You using any of the telephone numbers listed on or in connection with Your application for credit or that You subsequently provide Us in connection with Your credit account – regardless whether the number M&T uses is assigned to a paging service, cellular telephone service, specialized mobile radio service, other radio common carrier service or any other service for which You may be charged for the call. You further authorize M&T to contact You through the use of voice, text and email and through the use of prerecorded/artificial voice messages or an automatic dialing device. You agree that Your telephone communications with M&T may be monitored and/or recorded to assure the quality of service.

All notices required in this Agreement must be in writing. You will send all notices to Us to the address shown in Your periodic statement, unless We notify You otherwise. Notices to Us are effective when We receive them and have a reasonable opportunity to act on them.

Statements and notices, which We can send by regular mail, will be mailed to You at the most recent address You have given Us, as shown in our records concerning Your Account. Notice sent to any one of You will be considered notice to all.

Waivers

No change in this Agreement can be made except in writing, signed by Us. We can do any of the following without notifying You or losing any right with respect to Your Account or against You:

1. Accept any check or other order marked "Paid in Full" or with similar language as a payment under this Agreement;
2. Give additional time for payment of any amount owing under this Agreement; or

3. Exercise, give up, fail to exercise or delay exercising any right with respect to Your Account or against any person.

For example, We can sue You to collect the Account's Outstanding Balance whether or not We sue anyone else.

If property is or will be security for another debt You owe Us and under the terms of that indebtedness the property would secure amounts You owe under this Agreement, We waive the right to treat the property as security for amounts You owe under this Agreement.

PIN

If applicable, You may be requested to change Your PIN from time to time as instructed by the Bank. You agree that You will not disclose, and will prevent the disclosure of, Your PIN. If the confidentiality of the PIN is compromised, You shall notify Us immediately. You assume sole responsibility for maintaining the PIN.

Credit Information

You authorize Us to investigate Your credit standing when opening, renewing or reviewing Your Account from time to time, including by obtaining information from credit bureaus and others. You authorize Us to disclose information regarding the Account to credit bureaus and other creditors who inquire of Us about Your credit standing. **We may also provide information to credit bureaus in the name of an Authorized User.**

Financial and Other Information

If You change the address of Your residence, Your mailing address or Your employer or if there is any unfavorable change in Your financial condition, You must promptly notify Us in writing of the change. Whenever We ask You to do so, You must submit to Us a financial statement in a form satisfactory to Us.

Limitation on Interest and Finance Charges

Interest and other finance charges will not be payable at a rate in excess of the maximum rate allowed by applicable law. To the extent necessary to result in all finance charges not being payable at a rate in excess of that maximum rate, any amount that would be treated as part of those finance charges under a final interpretation of that law by a court will be considered to be a mistake, will be considered to be automatically canceled and, if received by Us, will be refunded to You, it being Your and Our intention that those finance charges not be payable at a rate in excess of that maximum rate.

Returns and Adjustments

If Your credits and payments exceed what You owe Us, We will hold and apply this credit balance against future Transactions, or if it is \$1.00 or more, refund it on Your written request or automatically within six months.

Transfers

We may transfer or assign the Account and/or this Agreement, or any of Our rights under this Agreement, to another person or entity at any time without prior notice to You or Your consent. If the assignee asks You, You must pay the assignee the amount You owe on the Account.

Your rights under this Agreement cannot be transferred by You, by operation of law, or otherwise, but Your obligations shall be binding upon Your estate or personal representatives.

Illegal Transactions Prohibited

You must ensure that the Card is not used for any illegal transaction and agree not to engage in any transactions that are illegal in the jurisdiction where You live and/or where the transaction occurs. Internet gambling, for example, may be illegal in the jurisdiction where You live. You nevertheless agree that You will be liable, according to the terms of this Agreement, for all transactions, whether deemed legal or illegal. We have the right, but not the obligation, to decline any such Transaction.

Additional Transactions Prohibited

You must not obtain any Transaction to (1) make a payment under this Agreement or pay any other indebtedness existing now or coming into existence in the future from You to Us or any current or future M&T Bank affiliate or (2) buy, carry or trade in, or repay any indebtedness originally incurred to buy, carry or trade in, any margin stock or margin security. Use of Your Account must be limited to personal, family, or household purposes.

Giving Up of Rights

Except to the extent prohibited by applicable law, You give up any right to require that We (1) demand that You pay any amount owing under this Agreement, (2) notify You if any amount owing under this Agreement is not paid by the date it becomes due or (3) obtain a certificate stating that any amount owing under this Agreement was not paid by the date it became due.

Military Lending Act

Notwithstanding any other provision of this Agreement, if You are a “covered borrower” under the Military Lending Act, as defined at 32 CFR § 232.3(g), nothing in this Agreement shall be construed as applying to You or Your Account to the extent inconsistent with the Military Lending Act.

Governing Law

This Agreement is entered into by Us, and made in accordance with, federal law and, to the extent not preempted by federal law, the law of the State of Delaware, where We and your Account are located. Regardless of the state of Your residence or the place to which You submitted an application, or where Your Account is used, except as provided otherwise in the Arbitration provision below, any legal question concerning Your Account, including, without limitation, provisions of the Agreement relating to finance charges, other charges and fees, will be decided in accordance with applicable federal law and, except where preempted by federal law, or as made applicable by federal law, applicable Delaware State law without regard to its conflict of law principles.

Arbitration and Dispute Resolution

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES INVOLVING YOUR ACCOUNT THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

YOUR RIGHT TO REJECT ARBITRATION. You may reject this arbitration provision (and any prior arbitration agreement between You and Us that You have not had a prior chance to reject) as to Claims (as defined below) arising on or after November 8, 2011, by mailing or emailing Us a rejection notice by 30 days after the date You open Your Account. The rejection notice must be signed and must provide Your name(s), address(es) and Account number and state that You reject arbitration for such Credit Card. The rejection notice must be sent to Us at M&T Bank, Regulatory Support, PO Box 1468, Buffalo, NY 14240-1468 (Attn: Arbitration Rejection). If You do not reject this arbitration provision, the following terms will apply to Your Account. Regardless of whether You exercise Your right to reject arbitration as described above, any Claim arising prior to November 8, 2011 will continue to be subject to arbitration under this provision or a prior arbitration agreement, as applicable.

Agreement to Binding Arbitration

Each dispute or controversy that arises out of or is related to Your Account with Us, or any service We provide in connection with Your Account, or any matter relating to your or our rights and obligations provided for in this Agreement or any other agreement between You and Us relating to Your Account or a service provided by Us in connection with Your Account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and attorney’s fees, where applicable (any “Claim”), must be determined on an individual basis (not as a class action) by binding arbitration in accordance with the Federal Arbitration Act (“FAA” – Title 9 of the United States Code) under the auspices of the American Arbitration Association (“AAA”). Judgment on an arbitration award may be entered in any court having jurisdiction. This arbitration provision applies to all Claims regardless of whether such Claims seek monetary, injunctive or declaratory relief or a combination of such types of relief. You and We retain the right, however, to pursue a Claim in small claims court instead of arbitration, provided that the Claim is in that court’s jurisdiction and proceeds on an individual basis. Any issue regarding the validity or enforceability of the arbitration obligations set forth in this agreement, and any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration, shall be decided by the arbitrator.

Applicable Arbitration Rules

If the amount in controversy is less than \$10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable (the Consumer and Commercial Arbitration Rules are sometimes hereinafter collectively referred to as the “Arbitration Rules”). Information about the arbitration process, the Consumer or Commercial

Arbitration Rules, the AAA's fees and the nearest AAA Case Management Center is available from the AAA online at www.adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to You by contacting the corporate headquarters of the AAA at 1-800-778-7879.

Representation

You may, but You do not have to, hire an attorney to represent You in any arbitration.

Number of Arbitrators and Qualifications

Only ONE arbitrator will be selected. The arbitrator will be selected by mutual agreement between You and Us. If You and We cannot agree on an arbitrator then the AAA will select the arbitrator according to its rules. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.

Language

The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.

Location

Arbitration hearings will take place in the federal judicial district that includes Your address at the time the Claim is filed, or another location in reasonable proximity to Your address, unless the parties agree to a different location. You or We may choose to appear at the arbitration by telephone or other electronic means subject to the written consent of each party.

Rules Governing Arbitration

You and We acknowledge that this Agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions in this section. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms.

Tolling of Statute of Limitations

The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.

Remedies Available

The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.

Second Arbitration. The arbitrator's award shall be final and binding unless You or We submit a notice in writing to the AAA requesting a second arbitration before a new arbitrator (the second arbitrator) within - thirty (30) days of notice of the initial award. The second arbitrator will be selected in the same manner as the initial arbitrator under the provisions above. The second arbitrator will consider all factual and legal issues anew and follow the same rules that apply to a proceeding using the initial arbitrator.

Costs and Arbitration Fees

If a Claim is arbitrated, We will pay or reimburse You for up to \$1,000 in arbitration fees that would otherwise be charged to You by the arbitration administrator. In addition, You may tell Us in writing that You can't afford to pay the fees charged by the arbitration administrator or that You believe those fees are too high. If You do so, We will pay or reimburse You for up to all of the arbitration

administrator fees that would otherwise be charged to You by the arbitration administrator if Your request is reasonable and made in good faith. We will always pay the arbitration fees if applicable law requires Us to. We will not ask You to pay or reimburse Us for any arbitration fees We pay the administrator.

We will pay Our own attorney fees, expert fees and/or witness fees associated with any arbitration, regardless of the outcome. If You commence an arbitration proceeding and prevail on Your Claim, We will pay Your reasonable attorney fees up to \$5,000, unless applicable law allows You the right to recover additional attorney fees. We will not pay expert fees and/or witness fees.

No Consolidation of Actions or Class Actions

There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between You and Us). The arbitrator may not consolidate Your Claims with any other person's claims (except for persons who are Joint Account holders on Your Account) and may not otherwise preside over any form of a representative or class proceeding.

Other Actions Available; No Waiver of Right to Arbitrate

The arbitration provisions contained in this section do not limit Your or Our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim, including Claims that are asserted as a counterclaim or the like in response to any such action.

Military Lending Act

If You are a Covered Borrower under the Military Lending Act, You are not required to submit to arbitration.

Survivability

The foregoing "Arbitration and Dispute Resolution" provisions, in which You and We have agreed to arbitrate disputes, will survive the termination of Your Account with Us, whether evidenced by this agreement or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING DISPUTE RESOLUTION PROVISIONS IN WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THESE PROVISIONS LIMIT OR WAIVE CERTAIN OF YOUR RIGHTS WITH RESPECT TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE PURSUANT TO THESE PROVISIONS. YOU UNDERSTAND THAT THERE WILL BE NO CLASS CLAIMS IN ARBITRATION. YOU FURTHER UNDERSTAND THAT DISCOVERY – THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY – MAY BE MORE LIMITED IN ARBITRATION THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR'S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. IN ADDITION, YOU UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Legal Proceedings

Regardless of whether You accept or reject arbitration in accordance with this Agreement:

Before You commence any legal proceeding (including any arbitration proceeding) relating to a Claim, You must first contact Us about the Claim and give Us an opportunity to resolve it. Similarly, before We commence a legal proceeding (including any arbitration proceeding) relating to a Claim, We must attempt to resolve it with You. If any such Claim cannot be resolved within 60 days from the date You or We are notified about it, the Claim may proceed to arbitration or other legal proceeding in accordance with this agreement.

In no event will We be liable for any special, incidental, consequential or punitive losses or damages of any kind relating in any manner to a Claim whether such Claim is addressed in any legal proceeding or in court or in arbitration, except to the extent that this limitation of damages is prohibited by law.

There will be no class Claim in arbitration (see section entitled “No Consolidation of Actions or Class Actions” above) or in any other legal proceeding (i.e., claims by or on behalf of other persons will not be considered in or consolidated with the arbitration or other legal proceedings between You and Us). This section will prevail unless prohibited by applicable law.

Transactions on Accounts with Pending Disputes

We will not be liable if, because of any dispute or legal proceeding of any kind between You and any third party, including an Authorized User or Joint Account holder, We do not allow Transactions on Your Account. Also, We will not be liable if, despite any such dispute or legal proceeding, We allow Transactions on Your Account.

Evidence

In any legal proceeding (including any arbitration proceeding between You and Us) involving Your Account or any governing document for Your Account, any copy of that governing document kept by Us in the regular course of our business is to be admitted in evidence as an original of that governing document.

Continued Effectiveness

If any part of any governing document for Your Account is determined by a court to be invalid, the rest of that governing document and the other governing documents for Your Account will remain in effect, except for the Arbitration Provision’s prohibition against class actions. If the prohibition against class actions is held to be invalid, then the Arbitration Provision will be deemed to be inapplicable to any class or representative claim.

* * *

Notice of Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If You think there is an error on Your statement, write Us at:

M&T Bank
P.O. Box 8405
Wilmington, DE 19899-8405

In Your letter, give Us the following information:

- *Account Information:* Your name and Account number.
- *Dollar Amount:* The dollar amount of the suspected error.
- *Description of problem:* If You think there is an error on Your bill, describe what You believe is wrong and why You believe it is a mistake.

You must contact Us:

- Within 60 days after the error appeared on Your statement.
- At least 3 business days before an automated payment is scheduled, if You want to stop payment on the amount You think is wrong.

You must notify Us of any potential errors *in writing*. You may call Us, but if You do We are not required to investigate any potential errors and You may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When We receive Your letter, We must do two things:

1. Within 30 days of receiving Your letter, We must tell You that We received Your letter. We will also tell You if We have already corrected the error.
2. Within 90 days of receiving Your letter, We must either correct the error or explain why We believe the bill was correct. While We investigate whether or not there has been error:

- We cannot try to collect the amount in question, or report You as delinquent on that amount.
- The charge in question may remain on Your statement, and We may continue to charge You interest on that amount.
- While You do not have to pay the amount in question, You are responsible for the remainder of Your balance.
- We can apply any unpaid amount against Your credit limit.

After We finish our investigation, one of two things will happen:

- *If We made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If We do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive our explanation but still believe Your bill is wrong, You must write to Us within *10 days* telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us.

If We do not follow all of the rules above, You do not have to pay the first \$50 of the amount You question even if Your bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If You are dissatisfied with the goods or services that You have purchased with Your Credit Card, and You have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in Your home State or within 100 miles of Your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if Your purchase was based on an advertisement We mailed to You, or if We own the company that sold You the goods or services.)
2. You must have used Your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your Credit Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and You are still dissatisfied with the purchase, contact Us *in writing* at:

M&T Bank
P.O. Box 8405
Wilmington, DE 19899-8405

While We investigate, the same rules apply to the disputed amount as discussed above. After We finish our investigation, We will tell You our decision. At that point, if We think You owe an amount and You do not pay, We may report You as delinquent.

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