

The following Disclosures apply to new M&T Bank M&T Visa® Credit Card, M&T Visa® Credit Card with Rewards, and M&T Visa® Signature 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 will be mailed to you with your Agreement.

| <b>Interest Rates and Interest Charges</b>                                |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <p>M&amp;T Visa® Credit Card Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between <b>11.74 and 18.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Visa® Credit Card with Rewards Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between <b>12.74 and 19.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Visa® Signature Credit Card Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between <b>12.74 and 19.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p>    |
| <b>APR for Balance Transfers</b>  | <p>M&amp;T Visa® Credit Card Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles after account opening. After that, your APR will be between <b>11.74 and 18.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Visa® Credit Card with Rewards Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles after account opening. After that, your APR will be between <b>12.74 and 19.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Visa® Signature Credit Card Accounts: <b>0.00%</b> Introductory APR for the first 12 billing cycles after account opening. After that, your APR will be between <b>12.74 and 19.74%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> |
| <b>APR for Cash Advances</b>  | <b>23.74%</b> This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Overdraft Advances</b>   | <b>23.74%</b> This APR will vary with the market based on the Prime Rate.   |
| <b>Penalty APR and When it Applies</b>                                    | <p><b>24.99%</b> This APR may be applied to your account if your account is past due 60 days.</p> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased, the Penalty APR will apply until you make 6 consecutive minimum payments when due.</p>   |
| <b>Paying Interest</b>  | 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.  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | 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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .  |

| <b>Fees</b>             |   |
|-------------------------|---|
| <b>Transaction Fees</b> |   |
| <b>Balance Transfer</b> | <b>4%</b> of each balance transfer (minimum \$10) |
| <b>Cash Advance</b>     | <b>3%</b> of each transaction (minimum \$10)      |

|   |   |
|---|---|
| <b>Overdraft Transfer<br/>Foreign Transaction Fee</b>   | <b>\$12.50</b> for each transaction, but charged no more than once per day<br><b>3%</b> of each transaction in U.S. dollars (excluding the M&T Visa® Signature Credit Card, on which no Foreign Transaction Fees are charged) |
| <b>Penalty Fees</b><br><b>Late Payment</b><br><b>Unpaid Convenience<br/>Checks</b><br><b>Returned Payment</b> | <b>up to \$35</b><br><b>up to \$25</b><br><b>up to \$25</b>   |

**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.

The information about the costs of the card described in this application is accurate as of (5/1/2018). This information may have changed after that date. To find out what may have changed, call us at (800) 724-2440.

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](http://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.

### **Authorization**

By submitting an application for any M&T Bank credit card, you agree that you are at least 18 years old, you are a U.S. citizen or permanent resident, you have a valid social security 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.

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. You agree that if you have requested an M&T Visa® Signature Credit Card and do not meet all applicable requirements, we may issue you an M&T Visa® Credit Card with Rewards.

### **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.

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 effect any balance transfer you request if you call (800) 724-2440 and withdraw your balance transfer request within 10 days after the date the Credit Card Disclosures and Terms are mailed to you.

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, or M&T Visa® Signature Credit Card account with M&T Bank, and it is the contract that applies to all transactions on Your Account even though the sales, cash advance, credit or other slips You sign or receive may contain different terms. This Agreement is the final expression of the terms and conditions of Your credit card account with Us, and it may not be contradicted by evidence of any alleged oral 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 rest will remain in effect. By applying for or using the Card, You agree that We may provide Your personal data to VISA U.S.A., its members or their agents for the purpose of providing emergency cash and emergency credit card replacement services. Please read this Agreement and keep it for Your records.

### **Definitions**

In this Agreement, “We,” “Us,” and “Our” mean **M&T Bank**, its successors and assigns. “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. “Card” means each credit card or other access device, such as account numbers, We issue to You for Your 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 and Your “Disclosures and Terms” that were provided with Your Card Carrier, which may be set forth in two or more documents that together comprise Your “Agreement.” “Transaction” means any amount of credit obtained under Your Account for purchases, cash 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.

### **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.**

### **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.

### **Joint Accounts**

If Your Account is a “Joint 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. Any one of You may terminate the Account and the termination will be effective as to all of You. You agree not to give Us conflicting directions.

### **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 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.

### **Using Your Account**

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

Whether in person or via mail, telephone, internet, or any other electronic methods, You may use the Card to make purchases of goods or services from merchants and others who accept VISA Cards. 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.) To obtain cash advances from an ATM, You must use the Personal Identification Number (PIN) that is issued to You. You may use Checks to access Your Account, subject to any terms communicated to You with the Checks in addition to the terms of this Agreement (see below for information about Checks).

If You have an M&T Bank Interest Checking Account or other Checking Account, You may link the Checking Account (Your Checking Account) to Your Account to cover overdrafts on Your Checking Account. If You ask to link Your Checking Account to Your Account, You authorize Us to (1) de-link and close any overdraft line of credit account which currently may be serving as an overdraft mechanism, and (2) de-link any other account with M&T Bank, which currently may be serving as an overdraft mechanism. If You have requested overdraft protection for Your Checking Account, You will obtain credit from Your Account, subject to the Credit Limit and other provisions of this Agreement and the terms of Your Checking Account Agreement, by any of the following methods: (1) if an M&T Bank Check Card or Visa check card is used at an electronic facility to make a withdrawal or transfer from Your Checking Account, but the amount of the withdrawal or transfer exceeds the balance available for withdrawal from Your Checking Account, We will lend the excess under Your Account, (2) if any other amount is sought to be withdrawn from Your Checking Account (for example, by a check or to pay a service charge or other fee charged against Your Checking Account) but exceeds the balance available for withdrawal from Your Checking Account, We will lend the excess under Your Account, (3) 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, the amount of the check or other item will be considered to have been lent under Your Account, and (4) if any transfer or other transaction made or attempted to be made by any means results in a transfer or transaction in an amount in excess of the balance available for withdrawal from Your Checking Account, We will lend the excess under Your Account. This paragraph applies regardless of who initiates the transaction that accesses Your Account.

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.

We also may issue Checks to You from time to time. When You sign a Check, You request a cash advance from Your Account. We may refuse to pay a Check for any reason. At Your risk and upon Your request, We will accept a stop payment request on a Check. You 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 Your 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. An oral stop payment request is effective for 14 calendar days following Our receipt unless confirmed by You in writing before the end of that time period. A written stop payment request is effective for 6 months following Our receipt and must be renewed 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.

### **Credit Limit**

Your "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. You promise not to 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, 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 Your Cash Limit.

Each payment You make to Your Account will restore Your 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 Your Credit Limit, You must pay the amount You are over before payments will begin to restore Your Credit Limit. You may request an increase in Your Credit Limit only by a method acceptable to Us.

We can increase or decrease Your Credit Limit and 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**

We figure interest on Your Account using the Average Daily Balance (including new transactions) method. We calculate interest separately for each category of Transactions (purchases, cash 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** of **24.99%** (Daily Periodic Rate of .06847%) will apply to all Your balances and future transactions 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 **24.99%** (Daily Periodic Rate of .06847%) 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 \$25 (\$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 \$25. 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.

**Balance Transfer.** 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.

**Overdraft Transfer.** If You have linked Your Checking Account to Your Account, You must pay a \$12.50 transfer fee on the day a transfer to Your Checking Account occurs (regardless of the number of transfers made during the 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 \$25.

**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.

**Administrative Fees.** We may charge You for copies of billing statements, sales drafts or other records or for special services You request. We will not charge You for copies of documents You request for a billing dispute You assert against Us under applicable law. These charges may change from time to time and will be added to Your purchase balance as of the date of the request.

**Fee Limitations.** We will not charge You a Late Payment Charge, Returned Check Charge, or Unpaid

Convenience Check Fee that exceeds the amount of the associated payment/check. For example, if Your Minimum Monthly Payment amount is \$20 and You make a late payment, You will be charged a \$20 Late Payment Charge.

## **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 dollars drawn on funds on deposit in a United States financial institution or the United States branch of a foreign financial institution using a payment check, money order or automatic debit payable to Our order that will be honored by Your financial institution. 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 and late and other fees.

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 5<sup>th</sup> 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 **APR's** before balances with higher **APR's**. Payments above the Minimum Monthly Payment will be allocated to balances with higher **APR's** before balances with lower **APR's**.

## **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.



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

We can suspend or cancel Your Account or revoke Your Card at any time without prior notice, except as required by law. You cannot use a Card or Checks after any such action has occurred. You can cancel Your Account by notifying Us. In either case, You agree to destroy all Cards and Checks. Cancellation of Your Account will not affect Your liability to Us for the Outstanding Balance and any other costs. You are also responsible for all Transactions made to Your Account after termination, unless the Transactions were unauthorized. Checks are no longer valid if Your Account has been suspended or terminated.

## **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.

## **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. You will also be charged a Foreign Transaction Fee as described above, if applicable.

## **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;
- 4) We believe Your ability to pay what You owe has been substantially reduced;
- 5) You fail to pay any other indebtedness from You to Us or Our affiliates existing now or coming into existence in the future by the date it becomes due;
- 6) Anyone starts any legal proceeding to take any property belonging to You now or acquired by You in the future to pay any indebtedness existing now or coming into existence in the future; or
- 7) Any tax or other involuntary lien is filed or recorded against any property belonging to You now or acquired by You in the future,

except to the extent prohibited by applicable law, You will be in default. If You are in default, We may declare Your Outstanding Balance and any other amounts You owe to be immediately due, prohibit further Transactions (without prior notice), cancel the Cards, and revoke any privileges associated with the Card or Your 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.

## **Communication Regarding Account/ Statements and Notices**

You authorize Us to contact You by telephone regarding Your Account. To assure customer service quality, telephone communications with You may be monitored and recorded, without further notice. You agree that such telephone calls may be monitored, recorded and automatically dialed and that a recorded message may be played. You agree that such telephone calls are not unsolicited telephone calls for purposes of any state or federal law.

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 Your Account 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**

You may be requested to change Your PIN from time to time. 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 Your Account to credit bureaus and other creditors who inquire of Us about Your credit standing.

## **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.

## **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. Until You use the Card, You are not responsible for any Transaction made by using the Card after its loss or theft. Under VISA

operating 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 are grossly negligent in handling Your Card, Your maximum liability is \$50. You will not be liable for unauthorized use that occurs after You notify Us orally or in writing, of the loss, theft, or possible unauthorized use. You can notify Us by calling 1-800-724-2440 or writing Us at: M&T Bank, PO Box 8405, Wilmington, DE 19899-8405.

Do not use Your Account after You notify Us, even if Your Card is found or returned.

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

### **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 Your 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 they ask You, You must pay them the amount You owe on Your 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.

### **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.

### **Arbitration**

**Military Lending Act:** If you are a Covered Borrower under the Military Lending Act, you are not required to submit to arbitration.  
**Your Right to Reject:** You may reject this Arbitration provision by mailing Us, within 30 days after the date of this Agreement, a signed rejection notice which gives Your name(s) and address(es) and states that You reject arbitration. The rejection notice must be sent to Us at M&T Bank, Regulatory Support, P.O. Box 1468, Buffalo, NY 14240-1468 (attn. Arbitration Rejection).

**Covered Claims:** "Claim" means any claim, dispute or controversy whatsoever between You and Us that in any way arises from or relates to this Agreement. However, "Claim" does not include any dispute about the validity, effect or enforceability of the Class Action Waiver below or any dispute concerning the last sentence of the Severability section below; any such dispute shall be resolved by a court and not by an arbitrator or Administrator.

**Notice and Cure:** Prior to initiating a lawsuit or arbitration regarding any Claim, the party asserting the Claim (the "Claimant") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Any Claim Notice to Us shall be sent by mail to the above Regulatory Support address (or any updated address we have subsequently provided You), attention Claim Notice. Any Claim Notice must include Your name and address.

**Starting an Arbitration:** Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party. We will not demand to arbitrate an individual Claim that You bring against Us in small claims court or Your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, We then have the right to demand arbitration. The party starting an arbitration must select as "Administrator" either the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org., or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org. However, any other company may be selected by mutual agreement of the parties or, if AAA and JAMS cannot serve, a court. Notwithstanding the foregoing, no arbitration may be administered by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

**Conduct of Arbitration:** The language of any arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter. The parties shall select a single arbitrator or, in the event the parties shall fail to agree, a single, neutral arbitrator shall be chosen by the Administrator. 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. 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 Arbitration provision and may not limit, expand or otherwise modify its terms.

**Court and Jury Trials Prohibited:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

**Prohibition Against Certain Proceedings:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

**Location and Costs of Arbitration:** Any arbitration hearing that You attend must take place at a location reasonably convenient to You. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law or the Administrator's rules require Us to, if You prevail in the arbitration or if We must bear such fees in order for this Arbitration Provision to be enforced. If You demand an arbitration and initiate the arbitration proceeding, We will pay Your reasonable witness, attorneys and expert fees if and to the extent You prevail or if We must bear such fees in order for this Arbitration Provision to be enforced. Also, We will bear any fees if applicable law requires Us to.

**Governing Law:** This Arbitration provision involves interstate commerce and is governed by the Federal Arbitration Act (the "FAA"), and not by any state arbitration law, provided that Delaware law shall apply to the extent relevant to determine the validity of this Arbitration provision under the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided

by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

**Arbitration Result:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

**Rules of Interpretation:** This Arbitration provision shall survive the repayment of all amounts owed under any agreement between the parties, the closing of any related account(s), any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. This Arbitration provision governs over any inconsistent provision in the applicable arbitration rules or other provisions of any agreement between the parties.

**Severability:** If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. However, if a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

\* \* \*

### **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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