

The following Terms and Disclosures (“Disclosures”) apply to new M&T Business Credit Card accounts, or M&T Business Rewards Credit Card account(s) (each, an “Account”), and are provided as required by law.

Please Note: If You and the Company 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 the address set forth in your M&T Business Credit Card or M&T Business Rewards Credit Card Agreement (“Card Agreement”), which is being provided to You and Company separately.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p>M&amp;T Business 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>14.49 and 21.49%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Business Rewards Credit Card Accounts: <b>0.00%</b> Introductory APR for the first 9 billing cycles from account opening. After that, your APR will be between <b>17.49 and 24.49%</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 Business 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>14.49 and 21.49%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&amp;T Business Rewards Credit Card Accounts: Your APR will be between <b>17.49 and 24.49%</b> based on your creditworthiness and will vary with the market based on the Prime Rate.</p>
<b>APR for Cash Advances</b>	<b>28.49%.</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Overdraft Advances</b>	<b>28.49%.</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<p><b>29.99%.</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> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
Balance Transfer	<b>4%</b> of each balance transfer (minimum \$10)
Cash Advance	<b>3%</b> of each transaction (minimum \$10)
Overdraft Transfer	<b>\$8.00</b> for each transaction, but charged no more than once per day
Foreign Transaction Fee	<b>None</b>
<b>Penalty Fees</b>	
Late Payment	<b>up to \$35</b>
Unpaid Convenience Checks	<b>up to \$25</b>
Returned Payment	<b>up to \$25</b>

“You”, “you” and “your” means each owner and/or Company’s authorized officer who applies for this Account, and has the authority to bind the Company to the terms and conditions of the Card Agreement.

“Company” means the business for which the Account is established.

“We”, “we” and “our” means M&T Bank.

Any other defined term that is used but not defined in these Disclosures shall have the meaning given to it in the Card Agreement.

**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.

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 and Account described herein is accurate as of (2/1/2025). 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](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.

**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 an M&T Business Credit Card or M&T Business Rewards Card, You agree that You are at least 18 years old, You have a valid social security number or individual taxpayer identification number, You have the authority to legally bind the Company for the purposes of applying for an Account and entering into the Card Agreement, and that all information You have provided to M&T on an application or any other document is true and complete. You agree that the Account and Cards must be used for business purposes, and not personal, family, or household purposes. 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 certify that the submission, delivery, and performance of the application you submitted have been authorized by all necessary corporate action by the Company, and will provide evidence of such action upon request. 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 Business Credit Card Agreement and Disclosures and Terms that we will provide to you.

### **Individual Liability**

You understand that by submitting an application, You agree to be personally responsible for payment of all balances incurred on all Cards and Account(s) issued pursuant to the application now or whenever any additional Accounts may be established in the future. You must notify us and allow us reasonable time to act on a closure request if you wish to close the Account and prevent further usage.

### **Company Liability**

The Company is jointly and severally liable with you for payment of all balances incurred on all Cards and Accounts issued pursuant to this application now or whenever such additional accounts may be established. If the Company is identified as a Not-for-Profit at the time of applying for the Account, you represent that you are applying as a legally authorized representative of the Company and not as an individual applicant and obligor. If the Company is a Not-For-Profit organization, the Company is liable for all amounts due on the Account in accordance with the Card Agreement and these Disclosures.

**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 Card Agreement and Disclosures. 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 date the Card Agreement and 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 payment cycle.

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## Visa® M&T Business Credit Card and/or Visa® M&T Business Rewards Credit Card Agreement

### THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. YOU AND THE COMPANY MAY REJECT THE ARBITRATION PROVISION IN ACCORDANCE WITH THE TERMS OF THE "ARBITRATION" SECTION BELOW.

This Agreement governs the use of Your M&T Business Credit Card, or M&T Business Rewards Credit Card 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 and Company agree that We may provide Your personal data and the Company 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**" and "**Our**" mean **M&T Bank**, its successors and assigns, the issuer of the Card(s) and Your Account creditor. "**You**" and "**Your**" mean each owner and/or authorized officer who applied for the Account, and has the authority to bind the Company to the terms and conditions of the M&T Business or M&T Business Rewards Credit Card Agreement. "**Company**" means the business entity, organization, sole proprietorship, or such other entity for which the Account is established. "**Account**" means Your and Company's M&T Business Credit Card account or M&T Business Rewards Credit Card with Us to which the Card(s) are linked. "**Card**" means each M&T Business Credit Card or M&T Business Rewards Credit Card linked to the Account that We have issued to You or a Cardholder and includes each credit card, other access device, such as account numbers, We issue to You or a Cardholder, or Checks in connection with the Account. "**Cardholder**" means someone who has been issued a Card or an account number or other access device 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 carrier, 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 obligations 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*.

### **Effective Date:**

The Agreement becomes effective as soon as You or a Cardholder uses or activates 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.

### **Business Use:**

The Card(s) and the Account are provided by Us for business use and are subject to this Agreement. The Card(s) and Account are to be used for Transactions primarily for, or incidental to the business of the Company. Charge activity, Account status, and any Account penalty information will be provided as set forth in this Agreement. The Account and Card(s) issued in connection with the Account may be terminated by us in accordance with this Agreement.

### **Use of the Account**

You (and each Cardholder who is issued a Card under this Account) 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**").

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 on Your behalf and on behalf of the Company 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 and Company will be deemed to have consented to payment of the Check.

### **Overdraft Protection:**

If You have an M&T Bank Business Checking Account ("**Business Checking Account**"), You may link the Business Checking Account to Your Account to cover overdrafts on Your Business Checking Account. If You ask to link Your Business 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 Business 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 Business Checking Account Agreement, by any of the following methods: (1) if an M&T Bank Check Card or Visa check card is used 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 Business Checking Account, We will lend the excess under Your Account, (2) if any other amount is sought to be withdrawn from Your Business Checking Account (for example, by a check or to pay a service charge or other fee charged against Your Business Checking Account) but such amount sought to be withdrawn exceeds the balance available for withdrawal from Your Business 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 Business 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 business purposes for the Company, and must not be used for personal, family, or household purposes.

### **Individual Liability/Company Liability**

By applying for, or using, the Card, the Company and You accept, agree to, and are bound by all the terms and conditions of the Agreement and agree to be jointly and severally liable for all obligations arising under this Agreement. You and the Company promise to do everything this Agreement requires of You and the Company. You and the Company promise to pay all amounts due on the Account, including, but not limited to, Purchases, Advances, Balance Transfers, interest charges, fees, and any other charges described in this Agreement, and to the extent permitted under applicable law, attorney's fees and collection costs We incur in enforcing this Agreement against You and Company. This is the case even if the Account is used by You or someone to whom You have given Account access, including any Cardholders. You are personally obligated for all Purchases and Transaction that relate to the Account and Card(s) whether by You or any Cardholders. This means that We can require You (including any co-applicants individually) to repay the entire amount owed under this Agreement. You or Company must notify Us and allow Us reasonable time to act on a closure request if You or Company wish to close the Account and prevent further usage. You and the Company's liability includes unauthorized employee or Cardholder charges. We may provide the Company with a Cardholder's transaction activity, Account status and any Account delinquency information.

Subject to the first paragraph of this section, Your obligation to pay the Outstanding Balance continues even after Your termination of employment or affiliation with the Company for all Card obligations that were incurred until We receive and have had a reasonable opportunity to act upon Your request for closure of the Account. Your obligation to pay the Outstanding Balance continues even after an agreement, divorce decree (in the case of an individual) or other court judgment to which We are not a party directs You, the Company, or one of the other persons responsible to pay the Account.

**Authorized Use:** You and Company agree not to allow access to the Account to anyone who is not a Cardholder. If You allow access to the Account to someone, You and the Company will be liable, as set forth in this Agreement, for any charges made by that person. You and the Company 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.

If the Company is identified as a Not-for-Profit at the time of applying for the Account, You represent that You have the necessary corporate authority to enter into this Agreement on behalf of the Company. For clarity, notwithstanding any other provisions to the contrary in this Agreement, as between Us and the Not-for-Profit Company, You will not be held personally liable for legitimate business Transactions, and the Company promises to pay all amounts due on the Account.

### **Joint and Several Liability**

If more than one owner or co-applicant applies for an Account, You and Your joint Account holder together with the Company promise to pay and are jointly and individually responsible for all amounts due on the Account together with the Company. 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 or Terminate the Account / How to Cancel the 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 and Company's liability to Us for the Outstanding Balance and any other costs related to the Account. You and Company 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 (including any Cardholder) must notify Us orally or in writing immediately of the loss, theft, or possible unauthorized use of the Card or Checks. You and Company are not liable for unauthorized Transactions made by using the Card after You duly notify us of its loss, theft or suspected unauthorized use 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 and Company 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 and the Company to owe Us on the Account at any time. You

and Company will be advised of the Credit Limit when We issue the Card(s) connected to the Account. You and Company shall not allow Your Outstanding Balance to exceed the Credit Limit. However, if You and Company exceed Your Credit Limit, You and the Company are still responsible to pay the higher 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 and the Company immediately pay to Us any amount in excess of the 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 the 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 the Credit Limit 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 to help prevent fraudulent activity, 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 20.99% to the Prime Rate, and Your overdraft APR by adding a margin of 20.99%. 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 **29.99%** (Daily Periodic Rate of .06847%) 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 **29.99%** (Daily Periodic Rate of .08216%) 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.

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 and Company. 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 and Company 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 \$25.



**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 the 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.

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 each monthly 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, cash, or money order. 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**.

#### **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.

## **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 **APR’s** 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 and/or Company will be in default if:

- 1) You or Company 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) In the case of an individual, You die, file for bankruptcy or become insolvent; or in the case of Company, the Company becomes insolvent, assigns any property to creditors, or goes into bankruptcy or receivership;
- 3) You or Company 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 or Company’s ability to pay what is owed under this Agreement has been substantially reduced;
- 5) You or Company 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 or Company whether now existing or hereafter acquired ; or
- 7) Any tax or other involuntary lien is filed or recorded against any property belonging to You or Company now or in the future,

If You or Company are in default, We may declare the Outstanding Balance and any other amounts You and Company owe to be immediately due and payable, 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 and Company are in default, to the extent permitted by applicable law, You and Company 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 who is 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 and Company 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 the periodic statement, unless We notify You and Company 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 and the Company at the most recent address You have given Us, as shown in Our records concerning the Account.

### **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 and Company:

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 or Company 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 and Company authorize Us to investigate Your and Company's credit standing when opening, renewing or reviewing Your Account from time to time, including by obtaining information from credit bureaus and others. You and Company authorize Us to disclose information regarding the Account to credit bureaus and other creditors who inquire about Your credit standing.

**Financial and Other Information** If You or the Company change the address of Your residence, Company's primary address, Your mailing address or if there is any unfavorable change in Your or the Company's financial condition, You and the Company must promptly notify Us in writing of the change. Whenever We ask You or the Company 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 and Company or Your respective 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 or Company, by operation of law, or otherwise, but Your obligations shall be binding upon Your and Company's estate or personal representatives.

### **Illegal Transactions Prohibited**

You and Company 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 Company is incorporated and where the Transaction occurs. Internet gambling, for example, may be illegal in the jurisdiction where You live or where the Company is incorporated. You and Company nevertheless agree that You and the Company 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.

### **Giving Up of Rights**

Except to the extent prohibited by applicable law, You and Company give up any right to require that We (1) demand that You and Company pay any amount owing under this Agreement, (2) notify You and Company 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, the Company's place of business, or the place in 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, by applicable Delaware state law without regard to its conflict of law principles.**

### **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](http://www.adr.org), or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.org](http://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.

\* \* \*

### **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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