

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

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

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>M&T Visa® Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 14.49 and 21.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Visa® Credit Card with Rewards Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 15.49 and 22.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Visa® Signature Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 18.49 and 22.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Secured Credit Card Accounts: Your APR will be 21.49% and will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p>M&T Visa® Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 14.49 and 21.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Visa® Credit Card with Rewards Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 15.49 and 22.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Visa® Signature Credit Card Accounts: 0.00% Introductory APR for the first 12 billing cycles from account opening. After that, your APR will be between 18.49 and 22.49% based on your creditworthiness and will vary with the market based on the Prime Rate.</p> <p>M&T Secured Credit Card Accounts: Your APR will be 21.49% and will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	26.49% . This APR will vary with the market based on the Prime Rate.
APR for Overdraft Advances	26.49% . This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	24.99% . This APR may be applied to your account if your account is past due 60 days.

How Long Will the Penalty APR Apply? If your APRs are increased, the Penalty

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

How We Will Calculate Your Balance: _____

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

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

You have a right to reject this account by calling 1-866-279-0888 and will not be obligated to pay the fees described above or any other fees or charges until you have

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

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

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

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M&T Bank Visa® Credit Card Agreement

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

This Agreement governs the use of Your M&T Visa® Credit Card, M&T Visa® Credit Card with Rewards, M&T Visa® Signature Credit Card, or M&T Secured Credit Card account with M&T Bank, and together with the Application, Disclosures and Terms, and any other documents We provide in connection with the Account is the collective agreement that applies to all transactions on Your Account. This Agreement is the final expression of the terms and conditions of Your Credit Card Account with Us, and it supersedes any alleged oral or inconsistent provisions of any prior agreement. If any part of the Agreement conflicts with applicable law or is determined by a court to be invalid, this Agreement will be considered changed to the extent necessary to comply with the law or court decision and the remainder of the Agreement will remain in effect. By applying for an Account, or using a Card,

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

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

termination will be effective as to all of You. You understand and agree that in the event of conflicting directions, We will terminate the Account upon receiving a request by any co-applicant of the Account.

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

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

Lost or Stolen Cards / Liability for Unauthorized Use

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

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

Credit Limit

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

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

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

Interest Charges and Fees

We calculate interest on the Account using the average daily balance method (including new Transactions) “**Average Daily Balance**”. We calculate interest separately for each category of Transactions (purchases, Advances, Checks, balance transfers, overdraft protection, promotional cash advances, and promotional balance transfers). For each category of Transaction, We

Balance Subject to Interest Rate $\frac{\text{the number of } \underline{\hspace{2cm}} \text{ Daily Periodic Rate}}{\text{balance times the Balance Subject to Interest Rate for each category and by the number of days in the billing cycle.}}$

We begin with the balance for each category on the first day of the billing cycle and add any unpaid periodic interest charge. To

Payment Allocation

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

Foreign Transactions

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

Alternative Payment Schedule Notice

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

Amendment of Agreement

To the extent allowed by law, We may change the terms of this Agreement from time to time, regardless of whether You have

Amendment

financial terms, such as the **APRs** and fees, and any other terms including, for example, the nature, extent, and enforcement of the rights and obligations You or We may have relating to this Agreement. Notice of any change will be given in accordance with applicable law. The Amendment will become effective on the effective date stated in the notice. Use of Your Card after receiving notice of a change will further evidence Your agreement to the change. If permitted by law and unless otherwise specified in the notice to You, the change will apply to Your Outstanding Balance as well as to future transactions. If You give Us written notice that You do not agree to the change, We will terminate Your Account and You will be permitted to pay the Outstanding Balance as of the effective date under the terms of the Agreement governing Your Account at the time our notice was given. If You use Your Card after the effective date of the Amendment, You will be considered to have agreed to the new terms even if You have sent Us such written notice.

Reissuance of Cards

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

Default

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

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

If You are in default, We may declare the Outstanding Balance and any other amounts You owe to be immediately due, pro2 Tmiatel

Card or Account. We may increase Your **APRs** to the **Penalty APR** under the circumstances described in the section in this **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 and payable under this Agreement if it is referred to an attorney not Our salaried employee for collection.

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

Communication Regarding Account, Statements and Notices

You authorize M&T to contact You using any of the telephone numbers listed on or in connection with Your application for credit or that You subsequently provide Us in connection with Your credit account regardless whether the number M&T uses is assigned

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

Limitation on Interest and Finance Charges

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

Returns and Adjustments

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

Transfers

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

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

Illegal Transactions Prohibited

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

Additional Transactions Prohibited

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

Giving Up of Rights

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

Military Lending Act

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. ined

Governing Law

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

Arbitration and Dispute Resolution

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

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

Agreement to Binding Arbitration

Each dispute or controversy that arises out of or is related to Your Account with Us, or any service We provide in connection with Your Account, or any matter relating to your or our rights and obligations provided for in this Agreement or any other agreement between You and Us relating to Your Account or a service provided by Us in connection with Your Account, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including any claim for interest and att

_____ Title 9 of the United States Code) under the auspices of the

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_____ arbitration provision applies to all Claims regardless of whether such Claims seek monetary, injunctive or declaratory relief or a combination of such types of relief. You and We retain the right, however, to pursue a Claim in small claims court instead of _____ ng the

_____ validity or enforceability of the arbitration obligations set forth in this agreement, and any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration, shall be decided by the arbitrator.

Applicable Arbitration Rules

If the amount in controversy is less than \$10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable (the Consumer and Commercial Arbitration Rules are sometimes hereinafter coll

_____ at www.adr.org. Information about AAA procedures, rules, fees and nearest offices will also be made available to You by contacting the corporate headquarters of the AAA at 1-800-778-7879.

Representation

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

Number of Arbitrators and Qualifications

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

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

Rules Governing Arbitration

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

Tolling of Statute of Limitations

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

Remedies Available

Continued Effectiveness

If any part of any governing document for Your Account is determined by a court to be invalid, the rest of that

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