

TERMS & CONDITIONS FOR M&T CUSTOM CARD

1. M&T Bank (“M&T”) provides M&T Custom Card services (the “Service”) subject to the following terms and conditions. In this agreement, “card” means an eligible Visa® Debit Card, Visa® Credit Card, Visa® Secured Card, Visa® Credit Card with Rewards, Visa® Signature Credit Card, Visa® Business Credit Card, or Visa® Business Rewards Credit Card issued by M&T Bank. These terms and conditions supplement, but do not replace, those found in the applicable cardholder agreement governing all use of your card. The cardholder agreement remains in full force and effect, and the provisions thereof apply to your use of the card and to transactions made with the card. Any gallery image, or any artwork, image, photograph, logo, or any other design that you submit to M&T in connection with the Service, together with all information thereon, is hereafter collectively referred to as the “Image.”
2. You can use this Service provided that you have an eligible and activated card and your M&T accounts are open and in good standing. Some foreign addresses may not be eligible to use the Service. M&T cards that are not eligible for this Service include but are not limited to M&T ATM Card, M&T ATM Card for Business, and Health Savings Account card.
3. Fee(s): There is no charge to customize your card.
4. You certify that you have read and understood the Image Guidelines, regarding acceptable and unacceptable types of images, and that any Image you submit to the M&T Custom Card Design Studio at mtb.com complies with the Image Guidelines.
5. In addition to your compliance with the Image Guidelines, if you are submitting an Image, you represent and warrant to M&T that:
 - a. The Image you are submitting was created by you and you are the owner of the Image or you have obtained express written consent from the owner of the Image for you to use it on your card and to allow M&T to alter, copy, print, distribute, prepare, store and use the Image or derivative works of the Image on your card;
 - b. You have obtained the express written consent to use on your card the image of any person other than yourself who appears in the Image you are submitting; and
 - c. Use of the Image by M&T will not violate any copyright, either in whole or in part, or otherwise infringe any trademark, proprietary, personal, intellectual property, privacy, publicity or other rights of others.
6. If M&T requests, at any time before or after accepting your Image, you agree to provide M&T with reasonable proof of such ownership, written consent and/or non-infringement of the Image you submit.
7. You grant to M&T a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the other data you provide to M&T for the purpose of providing the Service and all matters related to your card.

8. You agree to release, defend, indemnify and hold harmless M&T, its affiliates, its card membership organizations and its successors and assigns and their respective shareholders, officers, directors, employees, agents, members, contractors and representatives from any and all claims, liabilities, losses, costs and expenses of any nature whatever (including, without limitation, attorney's fees) that may arise from the issuance or use of the card with any Image on it, including (without limitation) any and all claims alleging trademark or copyright infringement, and/or the violation of a right of privacy or publicity or any other right.
9. M&T's liability hereunder is limited to refunding any fee associated with the Service, and M&T is not liable to you for any loss, damage, claim, injury, or expense whatsoever relating to or arising out of any action or omission by M&T or any other party in connection with the Service. M&T is not responsible for poor-quality Images or for Images that are not properly positioned on the template or the card. M&T is not liable if you are unable to verify your card or use the process.
10. M&T reserves the exclusive right to determine whether to accept or use any Image you submit, or to refuse to issue a card, for any or no reason whatsoever at M&T's sole discretion and with no obligation to explain why an Image is rejected. If a submitted Image is rejected, you can submit a new Image or select a gallery image.
11. M&T reserves the right, at any time, to discontinue use of a particular gallery Image or previously approved submitted Image, and to cease reissuance of a card carrying such an Image. In that case, M&T may reissue your card, at any time, with a default Image or with any other design M&T chooses, or M&T may give you the opportunity to choose or submit a replacement Image.
12. Under no circumstances will any Images (whether rejected, accepted, superseded by other Images or Images from cancelled cards) be returned to you. In addition, you understand that all Images and copies thereof will be stored by M&T or our service providers for such length of time as we may determine at our sole discretion, and may be purged at any time we choose at our sole discretion.
13. You understand that your card is not and may not be used as a form of photo identification, and that you have no expectation that merchants will use a photo on your card as an added form of security.
14. You understand that your card remains the property of M&T and you agree to immediately return or destroy the card if asked by M&T for any reason, or if the account to which your card is linked is closed for any reason.