

M&T Bank

LINE OF CREDIT AGREEMENT

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. YOU MAY REJECT THE ARBITRATION PROVISION IN ACCORDANCE WITH THE PARAGRAPH BELOW TITLED "ARBITRATION PROVISION."

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Loans	18%
Paying Interest	You will be charged interest from the transaction date.

Fees	
Annual Fee	\$0
Transaction Fees	
• Credit Line Check Loan	2% of each transaction (minimum \$2, maximum \$20) 0% of each transaction (\$0) for borrowers covered under the Military Lending Act
• Traditional Overdraft of Checking Account or Web or Telephone Transfer	\$12.50 for each transaction, but charged no more than once per day \$0 for each transaction for borrowers covered under the Military Lending Act
Penalty Fees	
• Late Payment	\$25
• Unpaid Credit Line Check	\$20
• Returned Check Charge	\$20

How We Will Calculate Your Balance: We use a method called average daily balance (including new transactions). See Computation of Finance Charges section of this Line of Credit Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the last section of this Line of Credit Agreement.

Meanings of Some Words. In this Agreement:

1. “We”, “us”, “our” and “ours” mean M&T Bank, One Fountain Plaza, Buffalo, New York 14203.
2. “You” and “Your” mean anyone who is an account holder of an M&T Bank Checking Account, which is supplemented by this Overdraft Line of Credit.
3. “Your Account” means the Checking Account Overdraft Line of Credit described herein.
4. “Loan” means any amount of credit obtained under Your Account.
5. “Your Credit Line” means any amount set by us as the credit limit for Your Account.
6. “Billing Period” means any period of approximately a month at the end of which we compute the amount to be billed under Your Account.
7. “Checking Account” means the Interest Checking Account or other Checking Account linked to Your Account.
8. “Credit Line Check” means a direct loan check issued by us for use by you with Your Account.
9. “Personal Check” means a check written against the Checking Account.

Loans. Subject to the provisions of this Agreement, you can obtain credit by any of the following methods: (1) writing and using a Credit Line Check, (2) if an M&T Check Card or Visa check card is used, together with your PIN, at an electronic facility to make a withdrawal or transfer from the Checking Account but the amount of the withdrawal or transfer exceeds the balance available for withdrawal from the Checking Account, we will lend the excess under Your Account, (3) if any other amount is sought to be withdrawn from the Checking Account (for example, by a check or to pay a service charge or other fee charged against the Checking Account) but exceeds the balance available for withdrawal from the Checking Account, we will lend the excess under Your Account, (4) 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 (5) if any transfer or other transaction made or attempted to be made by any means results in a transfer or transaction in an amount in excess of the balance available for withdrawal from your Checking Account we will lend the excess under Your Account.

Effect on Existing Overdraft Mechanism. By agreeing to the terms of this Agreement, you authorize us to de-link your Checking Account from any other account with us which currently may be serving as an overdraft mechanism. In the future, if you chose to have another M&T account (credit card account or savings account) serve as an overdraft mechanism, you authorize us to de-link and close Your Account.

Credit Line. You must not allow Your Account balance to exceed Your Credit Line. If it does, you must immediately pay us the excess. We can change Your Credit Line at any time. Any change in Your Credit Line will take effect immediately.

If we lower Your Credit Line, we will send or deliver a notice to you. We will not have to notify you if we raise Your Credit Line.

Limitation on Credit. We will not be obligated to extend, or be liable for failing to extend, credit under Your Account. For example, we will not be obligated to extend, or be liable for failing to extend, credit under Your Account if:

1. At the time we decide whether to extend the credit, Your Account balance exceeds, or extending the credit would cause Your Account balance to exceed, Your Credit Line less amounts deducted from Your Credit Line (for example the amount of a check or other item used to make a payment that is to be applied to Your Account balance but has not yet been applied);
2. Before we refuse to extend the credit, anything that would allow us to declare Your Account balance immediately due happens;
3. At the time we decide whether to extend the credit, Your Account has been canceled, is suspended or is limited in any way that extending the credit would violate;
4. Authorization for the credit is required and for any reason we are unable to provide the authorization;
5. Before we refuse to extend the credit, we discover anything that we in good faith believe may adversely affect your credit worthiness;
6. At the time we decide whether to extend the credit, we in good faith believe that a Credit Line Check has been lost or stolen or has been or may be used by an unauthorized person, that there is a dispute concerning Your Account between you and anyone else in whose name Your Account is open or, if the credit would be a Loan, that it is sought for a purpose prohibited by the section headed "Restriction on Credit"; or
7. The credit is sought by the use of a Credit Line Check or Personal Check and such check is dated more than six months before the date it is presented to us for payment or is dated after the date it is presented to us for payment, we are excused from paying the Credit Line Check by the section headed "Stopping Payment of Credit Line Check" or, at the time we decide whether to extend the credit, we in good faith believe that the Credit Line Check is not properly completed, signed or endorsed.

Payment. You must pay us Your Account balance. You can pay it in full at any time without any penalty, or you can pay it in installments. You must pay it in United States funds.

By the date shown on any statement for Your Account, you must pay at least the minimum payment shown on the statement. The minimum payment will be the total of:

1. 1/60 of the total of Loans at the end of the last day any Loan was posted to Your Account before the end of the Billing Period but at least the lesser of (a) \$10 or (b) the total of Loans at the end of the Billing Period;
2. All charges for group credit insurance, late charges, charges for unpaid Credit Line Checks, returned check

charges and finance charges posted to Your Account during the Billing Period; and

3. The minimum payment shown on the preceding statement for Your Account to the extent that it remains unpaid at the end of the Billing Period.

Inclusion in the minimum payment of item (2) will not give you any additional time to pay them, and they will remain immediately due. Paying more than the minimum payment will not relieve you of the obligation to pay any minimum payment shown on any future statement for Your Account.

Penalty Fees:

1. **Late Charges.** You must pay a late charge of \$25 if the minimum payment shown on any statement for Your Account is overdue for 10 days or more.
2. **Unpaid Credit Line Check Charges.** For each Credit Line Check that we do not pay because you are in violation of, or our paying that Credit Line Check would cause you to be in violation of, any provision of this Agreement, you must pay a charge of \$20 for that Credit Line Check.
3. **Returned Check Charges.** If you use a check to pay any amount owing under Your Account and the check is not paid, you must pay a returned check charge of \$20.

Other Finance Charges:

Transaction Fees. You will pay a Transaction fee on each advance as described in section 1.c. of the section headed "Computation of Finance Charges".

Application of Payments. Even if you specify otherwise, we will apply any payment posted to Your Account during any Billing Period to Your Account balance at the beginning of the Billing Period in the following order:

Past due or previously billed amount(s):

- (a) first, past due billed Finance Charges for Loans other than Transaction Fees;
- (b) past due billed Loans;
- (c) previously billed charges for group Credit Insurance;
- (d) previously billed Transaction Fees
- (e) previously billed Unpaid Credit Line Check Charges and previously billed Return Check Charges;

After past due and previously billed amounts are paid, remaining amounts will be paid in the following order:

- (a) first, current billed Finance Charges for Loans other than Transaction Fees;
- (b) current billed Loans;
- (c) current billed charges for group Credit Insurance;
- (d) current billed Transaction Fees;
- (e) current billed Unpaid Credit Line Check Charges and current billed Return Check Charges;
- (f) current billed Late Charges;
- (g) total Loans shown on the statement the preceding Billing Period, and
- (h) new Loans

Crediting of Payments. Except to the extent required by applicable law, any payment we receive for application to Your Account balance need not be posted to Your Account or considered to have been made until the fifth day after the date we receive it unless it is made, in United States funds, by a check or money order payable to our order that is accompanied by a payment stub for Your Account and received by M&T Bank at P.O. Box 62146, Baltimore, MD, 21264-2146. Note that payments made may not immediately restore availability under Your Credit Line.

Accrual of Finance Charges. Finance charges will begin to accrue on any Loan amount on the day it is posted to your account.

Grace or Free-Ride Period. There is no grace period for Loans. You will be charged interest from each loan transaction date.

Computation of Finance Charges.

1. We will compute the finance charge for Your Account for any Billing Period as follows:
 - a. The balance subject to interest rate is computed using the average daily balance (including new transactions) method. We (1) start with the balance on your account each day, add any new Loans or debits, subtract any payments or credits, and then subtract any unpaid transaction fees, charges for group credit insurance and other penalty fees owing on your account; this gives us the daily balance; (2) we then add all the daily balances for each day of the billing period; and (3) we divide the total of the daily balances by the number of days in the billing period; this gives us the average daily balance which is the balance subject to interest rate.
 - b. The balance subject to interest rate is multiplied by the number of days in the billing period and the Daily Periodic Rate to determine the interest charged.
 - c. We will add to the interest charged in the Billing Period, the following transaction fees, if applicable:
 - (1) A Credit Line Check fee (which is a FINANCE CHARGE) of 2% for each Loan Amount incurred as a result of a Credit Line Check posted to Your Account during the Billing Period. The fee imposed will be a minimum fee of \$2 and a maximum fee of \$20 per transaction. The Credit Line Check fee for covered borrowers under the Military Lending Act is 0%; and
 - (2) An Overdraft of the Checking Account fee (which is a FINANCE CHARGE) of \$12.50 for each Loan resulting from an overdraft of your Checking Account posted to Your Account during the Billing Period. A Web/Telephone Transfer fee (which is a FINANCE CHARGE) of \$12.50 for each Loan Amount posted to Your Account during the Billing Period that is incurred as a result of a transfer made by telephone or through Web banking. These fees will be charged no more than once per day. The Overdraft of the Checking Account fee, Web Transfer fee and Telephone Transfer fee for covered borrowers under the Military Lending Act is \$0.
2. The result will be your total finance charge for the Billing Period.

3. **PERIODIC RATE and CORRESPONDING ANNUAL PERCENTAGE RATE.** Except as provided in the section headed "Payment," the periodic rate for Loans each Billing Period will be the Daily Periodic Rate of .0493151%, which corresponds to an **APR of 18%**.

Security. Property that now secures or in the future begins to secure the payment of other indebtedness to us existing now or coming into existence in the future may secure the payment of amounts owing under this Agreement.

No Interest in Principal Dwelling. No interest in anyone's principal dwelling given in any other Agreement existing now or coming into existence in the future will secure the payment of any amount owing under this Agreement regardless of the other Agreement.

Financial and Other Information. If you change the address of your residence, your mailing address or your employer or if there is any unfavorable change in your financial condition, you must promptly notify us in writing of the change. Whenever we ask you to do so, you must submit to us a financial statement in a form satisfactory to us.

Account Balance Immediately Due. Except to the extent prohibited by applicable law, we can declare Your Account balance immediately due without notifying you if any of the following happens;

1. Any amount owing under this Agreement or any other indebtedness from you to us or our affiliates existing now or coming into existence in the future is not paid by the date it becomes due;
2. You violate any provision of this Agreement or any provision of any other Agreement with us existing now or coming into existence in the future.
3. You die or become incompetent or insolvent;
4. Any proceeding under any bankruptcy law is started by or against you;
5. We discover that you made any false or misleading statement in any application you have made or make to us for credit, any financial statement you have submitted or submit to us or any Agreement with us existing now or coming into existence in the future;
6. Anyone starts any legal proceeding to take any property belonging to you now or acquired by you in the future to pay any indebtedness existing now or coming into existence in the future; or
7. Any tax or other involuntary lien is filed or recorded against any property belonging to you now or acquired by you in the future.

Right to Set Off. We may set off the funds in your Checking Account or in any other account you may have with us against any amount owing under this Agreement as permitted by law.

Attorney's Fee. Except to the extent prohibited by applicable law, if we incur any liability for an attorney's fee to an attorney whom we hire to bring a lawsuit to collect Your

Account balance after Your Account balance becomes immediately due, whether the fee is for services at trial or on appeal, you must pay us the fee to the extent that it is reasonable. The fee will be reasonable to the extent that it does not exceed the smallest of (1) 20% of Your Account balance, (2) the maximum amount allowed by applicable law or provided by any applicable statute or regulation to be reasonable without a determination by a court or (3) the maximum amount determined by a court to be reasonable. To the extent required by applicable law, we will pay you a reasonable attorney's fee if you prevail in any lawsuit brought by us against you, or by you against us, in connection with Your Account.

Court Costs. Except to the extent prohibited by applicable law, you must pay all court costs we pay for any lawsuit brought to collect any amount owing under Your Account that is or results from a Loan.

Cancellation, Suspension or Other Limitation. You can cancel Your Account at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. Except to the extent prohibited by applicable law, we can cancel, suspend or otherwise limit Your Account at any time for any reason without notifying you in advance. The cancellation, suspension or other limitation will take effect immediately unless we decide to have it take effect later. If you cancel Your Account or learn that we have canceled it, you must stop using it and return to us all unused Credit Line Checks. If you learn that we have suspended Your Account, you must stop using it and prohibit further use of it. If you learn that we have placed any other limitation on Your Account, you must use it only in accordance with that limitation and prohibit its use except in accordance with that limitation. Cancellation of Your Account by you or cancellation, suspension or other limitation of Your Account by us will not affect any of your obligations under this Agreement. For example, except to the extent prohibited by applicable law, you must pay Your Account balance, whether resulting from credit obtained before or credit obtained after the cancellation, suspension or other limitation.

Credit Line Checks Are Our Property. Each Credit Line Check is and will remain our property and must be cut in half and returned to us if we request.

Non-Liability. We will not be liable if anyone or any electronic facility fails to honor a Credit Line Check for whatever reason. Except to the extent required by applicable law, we will not be liable for any claim by you against anyone who accepts your Credit Line Check, and you must resolve the claim directly with that person.

Refunds. If you obtain a refund or other adjustment, you will receive an adjustment to Your Account balance, not cash.

Credit Line Checks. We will not have to certify any Credit Line Check or return any canceled Credit Line Check.

Restriction on Credit. You must not obtain any credit under Your Account that is a Loan to (1) make a payment under this Agreement or pay any other indebtedness from you

to us or any M&T Bank affiliate existing now or coming into existence in the future 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.

Reasonable Time to Act. A reasonable time for us to act on any notice, order or other communication or document relating to this Agreement or Your Account will not end until at least the close of business on our first banking day after our banking day we receive the notice, order or other communication or document.

Statements and Notices. Any statement for Your Account we send you or any notice we send you concerning this Agreement or Your Account will be sent to your current mailing address shown in our records concerning Your Account. We can send it by regular mail. Any notice you send us concerning any loss, theft or possible unauthorized use of a Credit Line Check must be sent to M&T Bank, P.O. Box 4030, Buffalo, New York 14240, Attention: M&T Investigations. Any other notice you send us concerning this Agreement or Your Account must be sent to M&T Bank, P.O. Box 4030, Buffalo, New York 14240, Attention: M&T Telephone Banking Center.

Communication Regarding Account. You authorize M&T to contact you using any of the telephone numbers listed on or in connection with your application for credit or that you subsequently provide us in connection with your credit account – regardless whether the number M&T uses is assigned to a paging service, cellular telephone service, specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize M&T to contact you though 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.

Stopping Payment of Credit Line Check. You can order us not to pay any Credit Line Check even if the Credit Line Check was signed by someone else. We will not have to follow the order unless it includes (1) the exact amount, date and number (if any) of the Credit Line Check, (2) the name, exactly as it appears on the Credit Line Check, of everyone to whose order the Credit Line Check is payable, and (3) the name, exactly as it appears on the Credit Line Check, of the person who signed the Credit Line Check. We will not have to follow the order until we have a reasonable time to record it against Your Account. We can, but we will not have to, treat more than three orders not to pay a Credit Line Check as effective at any time. You can cancel any order not to pay a Credit Line Check even if the order was given by someone else. We will not have to follow the cancellation unless it is in writing and until we have had a reasonable time to record it against Your Account. We will in good faith try (1) not to pay any Credit Line Check that we have been properly ordered not to pay and (2) to pay any Credit Line Check for which an order not to pay has been properly canceled. We may be responsible if we fail to exercise ordinary care to (1) avoid paying any Credit Line Check that we have been properly ordered not to pay or (2) follow the proper cancellation of any order not to pay a Credit Line Check. We will

have exercised that ordinary care if (1) we act in good faith, (2) we have a reasonable system for communicating orders of that type and cancellation orders of that type to our employees and agents who would be likely to receive the Credit Line Check, and (3) we reasonably follow the system as a matter of routine.

Changes. No change in this Agreement can be made except in a writing signed by us. Except to the extent prohibited by applicable law, we can change this Agreement or any aspect of Your Account at any time and apply the change to Your Account balance when the change takes effect. For example, if any index referred to in the section headed “Periodic and Corresponding Annual Percentage Rates” becomes unavailable, except to the extent prohibited by applicable law, we can change that section to refer to another index chosen by us. Likewise, except to the extent prohibited by applicable law, we can change any fee or other charge applicable to Your Account. We will send or deliver a notice of the change and its effective date to you.

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.

No Notice or Loss of Rights. We can do any of the following without notifying you or losing any right with respect to Your Account or against you or any property belonging to you now or acquired by you in the future:

1. Accept a 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 or property or fail to protect any interest in any property.

For example, we can sue you to collect Your Account balance whether or not we sue anyone else.

No Giving Up of Rights. No right with respect to Your Account or against you or any property belonging to you now or acquired by you in the future may be given up by us except in writing signed by us.

No Transfer of Rights and Obligations. You cannot transfer any of your rights and obligations under this Agreement to anyone else, and any transfer of any of the rights and obligations will be void.

Limitation on Finance Charges. Finance charges on any amount included in Your Account balance 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 on any amount included in Your Account balance 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.

Joint Accounts. If Your Account is open in the names of more than one person, all of them will be, individually and together, liable under this Agreement and in connection with Your Account. All of the owners of the Checking Account must agree to be bound by this Agreement. Except to the extent required by applicable law, we can send or deliver any statement for Your Account or any notice concerning this Agreement or Your Account to any of them alone, and it will be effective for all of them. Any of them alone can cancel Your Account, and if any of them does, we will not have to notify any other of them of the cancellation.

Conflicts and Effectiveness. If any part of this Agreement conflicts with applicable law, this Agreement will be considered changed to the extent necessary to comply with it. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect.

Military Lending Act. Notwithstanding any other provision of this Agreement, if you are a “covered borrower” under the Military Lending Act, as defined in 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. Without limiting the foregoing, if you are a “covered borrower,” no Transaction Fees (Credit Line Check Loan fees or Traditional Overdraft of Checking Account or Web or Telephone Transfer fees) will be imposed, we will not exercise a right of setoff, and you will not be required to submit to arbitration.

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, please call toll free 1-800-724-1702.

Insurance. If you choose to have group credit insurance available through us apply to Your Account, it will be obtained by us, but you must pay for it.

Law That Applies. Except to the extent provided in the Arbitration Provision below, this Agreement is entered into by us, and made, in accordance with the law of the State of New York, any credit extended by us under Your Account will be by us in that State, and any payment under this Agreement will be accepted by us in that State. Except to the extent provided in the Arbitration Provision below, regardless of where you live or where Your Account is used, any legal question concerning this Agreement or Your Account will be decided in accordance with the applicable New York State and federal law.

Entire Agreement. Your name and the address of your residence are treated as part of this Agreement. This Agreement is the final and complete Agreement between you and us concerning Your Account. Any statement concerning Your Account made by any of our employees and agents or anyone else is not part of this Agreement. This Agreement replaces any other Agreement now existing between you and us concerning Your Account.

Arbitration Provision

Your Right to Reject: 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 (“Prior Arbitration Agreement”) 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 any address provided for notices in any agreement between the parties (or any updated address we have subsequently provided you), attention Claim Notice. Any Claim Notice must include your name and address.

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

Conduct of Arbitration: The language of any arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter. The parties shall select a single arbitrator or, in the event the parties shall fail to agree, a single, neutral arbitrator shall be chosen by the Administrator. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this Arbitration Provision and may not limit, expand or otherwise modify its terms.

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

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

Location and Costs of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to you. The parties shall jointly and equally pay the expenses of the arbitrator and administrative costs assessed by the Administrator, as well as their own expenses incurred during the dispute resolution process. We will pay a greater proportion of such fees, to the extent required to make this Arbitration Provision enforceable or if required by applicable law.

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 New York 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 replaces any Prior Arbitration Agreement and governs over any inconsistent provision in the applicable arbitration rules or other provisions of any agreement between the parties.

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

YOUR BILLING RIGHTS
KEEP THIS NOTICE 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 4030
Buffalo, New York 14240
Attention: M&T Telephone Banking Center

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 an 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.

M&T Bank