

# M&T Digital Services Agreement

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This M&T Digital Services Agreement (the "Agreement") governs, as applicable, your use of M&T's Digital Services, which include M&T Online Banking, M&T Online Banking for Business, M&T Online and Mobile Bill Pay (a component of M&T Online Banking), M&T Mobile Banking, M&T Mobile Banking for Business, M&T Mobile Deposit Service, and other online and mobile-based financial services functions which are now available or may be available sometime in the future (collectively, the "Digital Services"). **For fee information, please refer to [Section N of this Agreement for the Digital Services Fee Schedule](#).** Not all services within the Digital Services may be available to you because some services are for Consumers and some are for Businesses.

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## A. Preliminary General Provisions.

The following preliminary general provisions apply to all Digital Services, unless otherwise stated.

**1. Definitions.** In this Agreement, the following terms have the indicated meanings:

**"Administrator"** means the individual who will act on a Business's behalf as the primary contact with M&T and who is authorized to give M&T Instructions about a Business's Eligible Accounts (and all means of accessing each account (e.g., debit card)) and Authorized Users.

**"Agreement"** means this M&T Digital Services Agreement, including any addenda and riders, and also including any additional terms and conditions set forth on My Mortgage Info, which is available on the Digital Services platform, as they may be amended or modified from time to time.

**"Authorized User"** means an individual granted authority by an Administrator to access and use the Digital Services on behalf of the Business.

**"Business"** means a corporation, partnership, limited liability company, or other organization or sole proprietor whose Eligible Accounts are used primarily for business and commercial purposes.

**"Business Account"** means an Eligible Account owned by a Business.

**"Business Day"** means Monday through Friday, excluding federal holidays. Reference to time shall be to Eastern Time.

**"Card Data"** means the personal identification number from an M&T card (e.g., M&T ATM card, M&T debit card) and the multi-digit card number associated with the card. Card Data may also include other information on the card.

**"Customer" or "you," "your," or "yours"** means each Consumer or Business who is an owner of an Eligible Account or other relationship that is accessible through the Digital Services and any individual or Business authorized to use a Digital Service.

**"Damages"** means any claim, suit, expense, loss, liability or cost of any nature including, but not limited to, attorneys' fees and expenses.

**"Digital Services"** means the financial services and products and the functions available now or in the future to the Customer through online, mobile or any other digital channel that we may support now or in the future. Please refer to the Agreement's introductory paragraph for further information on the definition of Digital Services. The term "Digital Service" is a generic reference to a service offered under this Agreement. Not all electronic services offered by M&T are part of the Digital Services or are covered by this Agreement (refer to [Section M29\(f\)](#) for more information).

**"Electronic Documents"** means the account and loan statements, notices (e.g., NSF notices, IRA and certificate of deposit renewal or maturity notices), disclosures (e.g., deposit account related change-in-terms notices) and other communications, documents or materials for specified types of Eligible Accounts and services that we may make available electronically, now or in the future, through the electronic Statements and Notices service. For the current types of Eligible Accounts and Electronic Documents that are available through the Statements and Notices service, refer to the Guide.

**"Eligible Account"** means each M&T deposit account, loan account, line of credit, mortgage, IRA, credit card, Portfolio Management Account (PMA) Checking Account, overdraft protection plan account, investment account and any other product or service the Customer may maintain with us that is identified with Customer's Social Security number or Taxpayer Identification Number and is accessible through the Digital Services. "Eligible Account" also includes each shareholder account advised, sponsored or distributed by M&T or one of its affiliated companies (each an **"Investment Account"**) that is identified with Customer's Social Security number or Taxpayer Identification Number and is accessible through the M&T Online Banking services.

**"Guide(s)"** means all documentation, brochures, guides, and information in any format (including help screens, contextual help, FAQs, instructions and tutorials), as amended from time to time, provided or made available to Customer by us regarding the Digital Services and their use.

**"Instruction"** means any transaction, transfer, loan advance, payment order or other request or instruction delivered to us via, or in connection with, the Digital Services.

**"Mobile Device"** means a mobile phone, tablet or other electronic equipment which connects to the Internet either through wi-fi or through a data plan furnished by a cellular carrier, and which contains an operating system, data plan, software and hardware supported by us now or in the future. A list of the supported Mobile Devices' specifications can be found at [mtb.com/olb-systemrequirements](http://mtb.com/olb-systemrequirements).

**"Mortgage Account"** means an Eligible Account secured by a lien on real estate (e.g., a mortgage or deed of trust) on a 1-6-family residential property or a mixed-use property. A Mortgage Account includes a closed-end mortgage loan and a home equity loan and does not include a home equity line of credit.

**"M&T Mobile" or "M&T Mobile Banking"** means the mobile banking service that enables Customer to access certain financial services and products, and the functions now, or in the future, offered in the M&T Online Banking service, using a Mobile Device. Not all Eligible Accounts or financial services and products are accessible or available through M&T Mobile.

**"M&T Mobile Deposit"** means the mobile banking service that enables select Customers to deposit checks to a selected deposit account in M&T Online Banking using M&T's application on their Mobile Devices. The M&T Mobile Deposit service is also referred to as MDS in the Agreement.

**"M&T Online Banking services"** means the financial services and products, and the functions available now or in the future in standard online banking (e.g., the ability to view balances, make internal transfers, check image and statement view, bill pay service, and the ability to pay M&T loans). The term M&T Online Banking services includes both M&T Online Banking and M&T Online Banking for Business.

**"Personal Account"** means an Eligible Account owned by a natural person that is used primarily for personal, family or household purposes. A Personal Account may also be referred to as a "Consumer Account." The term "Consumer" means a natural person. The term Consumer does not mean a natural person as a representative or owner of a Business Account.

**"Statements and Notices service"** means the Digital Service that makes Electronic Documents available to the Customer for viewing, printing and downloading, rather than in paper form. This service may also be referred to as Online Statements and Notices.

**"We," "us," "our," "M&T" and "M&T Bank"** mean M&T Bank or our subsidiary or affiliate that holds Customer's Eligible Account or other financial product or service that Customer can access through the Digital Services and, with respect to an eligible Investment Account, the entity that issues the investment product that is maintained in the Investment Account.

**"Website" or "Site"** means any current or future Internet website that M&T makes available to you, and all related web pages or renderings, for offering the Digital Services.

Definitions of other capitalized terms can be found throughout the Agreement.

- 2. Accepting This Agreement.** When you or anyone you authorize agrees to this Agreement or enrolls in or uses a Digital Service, you agree to the introduction, "Preliminary General Provisions", "General Provisions for Digital Services", and (as applicable based on the Digital Services in which you enroll in and/or which you use) the "Digital Services Fee Schedule" within the Agreement as in effect at that time, any addendum to the prior noted sections, as well as those sections of the agreement or addendum that pertain to Digital Services that you are enrolled in or are utilizing. Additionally, by use of any Digital Service, you are also agreeing to the terms of [Section J](#) pertaining to Security Alerts.

The terms of this Agreement are subject to the terms, instructions and other information appearing in the Guides. However, this Agreement will control if there are any irreconcilable conflicts between the terms of the Guides and this Agreement.

- 3. Eligible Accounts.** Access to the Digital Services requires that you have at least one Eligible Account with us that, according to our records, is identified with your Social Security number or Taxpayer Identification Number and is a type of account that qualifies for the Digital Services. For Consumers, that account and all other existing and future Eligible Accounts identified with your Social Security number or Taxpayer Identification Number will be automatically available to be accessed through your Digital Services relationship with us. For Consumers, Eligible Accounts that, in addition to your Social Security number, have other Social Security numbers identified with them (for example, joint checking accounts) will still qualify to be linked by you if you, acting alone, are authorized to access those accounts. For Businesses, some Eligible Accounts may be automatically accessible through the Digital Services and, during Customer's enrollment or after Customer has enrolled, Customer must specify the other accounts to be accessible through the Digital Services.

Accessibility of Eligible Accounts may vary based on the Digital Service(s) Customer uses. Generally, no account owned in a fiduciary capacity or which requires two or more individuals acting jointly through signature or otherwise to initiate a transaction or transfer is eligible for the Digital Services and Customer should notify us immediately if such an account appears as an Eligible Account. Customer understands, however, that if we receive an Instruction for such an account, we are authorized to honor the Instruction and Customer hereby releases us from any liability arising from honoring such an Instruction.

- 4. Other Agreements.** All Eligible Accounts linked to and/or accessed through the Digital Services will continue to be subject to the agreements Customer has for such accounts. Customer should refer to those agreements and any

applicable disclosures for any restrictions, fees or other terms and conditions relating to the use of such accounts, including any terms that may affect or be affected by the use of the Digital Services. Concerning Digital Services, this Agreement will control if there are any irreconcilable conflicts between the terms of those agreements and this Agreement.

- 5. Fees.** There may be monthly or periodic fees or specific usage fees depending on which Digital Services you maintain and use. The current list of those fees can be found in the Digital Services Fee Schedule (i.e., [Section N](#)) of this Agreement. The fees are subject to change from time to time. Any fees for the Digital Services are in addition to the fees applicable to Eligible Accounts under the corresponding account agreement and documentation. When you enroll in a Digital Service with a fee, you need to specify an eligible checking account from which fees for that service will be paid (the "Billing Account") and Customer authorizes us to debit the Billing Account and, if there are insufficient funds in the Billing Account or if the Billing Account has been closed, any other account Customer has with M&T (but not if such other account is a trust or other fiduciary account for which Customer serves as a fiduciary, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment). If Customer closes the Billing Account, Customer must notify us and identify a new Billing Account. We may suspend or cancel Customer's access to the Digital Services at any time without prior notice due to insufficient funds in Customer's Billing Account or if Customer closes the Billing Account and does not timely notify us of a new Billing Account. After suspension or cancellation, Customer must call our Customer Service Center if Customer wishes to re-establish the Digital Services.

Upon our demand, Customer will pay any costs we incur in collecting fees or enforcing this Agreement, including reasonable attorneys' fees and disbursements. We are authorized to obtain payment by charging Customer's Billing Account, or if none is designated or funds in a Billing Account are insufficient, any other account Customer has with M&T (but not if such other account is a trust or other fiduciary account for which Customer serves as a fiduciary, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment). If payment is not made, in addition to our other remedies under applicable law and this Agreement, we may suspend or cancel access to the Digital Services and/or exercise our right of offset (subject to applicable law) against any or all of Customer's property held by us in any capacity.

Please note that the following provision also applies to Business Customers: If you have a special billing arrangement for fees (e.g., an account that is eligible for earnings credits on balances), Digital Service fees (other than those charged for M&T Flash Funds™) will be treated in accordance with such special billing arrangements.

- 6. Your Devices and Software.** To access the Digital Services, you must have a personal computer or Mobile Device (see below for details on Mobile Devices) with access to the Internet ("Equipment"), and software that is compatible with the Website and allows you to browse the Internet through an Internet Service Provider (the "Software"). Your Software must include a currently supported and updated Internet browser that at least supports Secure Socket Layer with at least 128 bit encryption, JavaScript and enabled security features. For some Digital Services, you will also need Software that permits you to receive, access and retain Portable Document Format or "PDF" files, such as a currently supported version of Adobe® Reader® (available for download at <http://www.adobe.com/>). You must have and provide to us your email address. Your Equipment must support such Software requirements. For a list of recommended Equipment and Software, please see [mtb.com/olb-systemrequirements](http://mtb.com/olb-systemrequirements). A specific Digital Service (e.g., M&T Mobile Banking and My Mortgage Info) may have different or additional requirements or recommendations as specified elsewhere in this Agreement and/or Guides. To access M&T Mobile Banking, Customers must have a supported Mobile Device. For a list of supported Mobile Devices, please go to [mtb.com/olb-systemrequirements](http://mtb.com/olb-systemrequirements). It is your responsibility to maintain, at your expense, your Equipment (including Mobile Devices), Software, and access to the Internet. We are not responsible for any Damages, including any errors or failures that may result, directly or indirectly, as a result of your use of any Digital Services from (i) any malfunction of your Equipment (including Mobile Device) or Software, or (ii) any computer virus, worm, Trojan horse, spyware or other malware; or (iii) use of any wireless Internet or mobile access. Subject to applicable law, we reserve the right to update, terminate, discontinue or change the Equipment (including Mobile Device) or Software necessary to access the Digital Services.
- 7. Guides.** We may provide Customer with Guides. Customer's use of the Digital Services is subject to the Guides. We are not responsible for any Damages arising from Customer's failure to abide by the Guides or understand the terms of the Guides, including, without limitation, understanding the deadlines or conditions for processing Instructions or the restrictions or conditions with regard to information or data accessed via the Digital Services. Terminology in the Guides may differ from this Agreement or other documentation with respect to the Digital Services. In the event you have questions, contact our Customer Service Center for clarification.
- 8. Enrollment in Digital Services.** To enroll in Digital Services, we may prompt you for certain information to authenticate you. The authentication information may vary and can include, for example, Card Data, Social Security number, account number, and date of birth.

For Businesses, M&T may rely on the Card Data from the M&T Business Debit Card, M&T ATM Card for Business (with the All Activity Option), M&T Business Credit Card or Virtual Card that has been issued to an individual at a Business to identify the individual using the Card Data as the authorized user of the Card (or as someone who has been delegated the rights of an authorized card user) with the power and authority to enroll in Digital Services and enter into this Agreement on behalf of the Business. An M&T ATM Card for Business with the Balance Inquiry Option cannot be used to enroll in Digital Services. M&T may require you to complete and submit additional agreements or documentation to enroll in certain Digital Services.

- 9. Your Access Codes.** To gain access to the Digital Services, you will need an access passcode ("Passcode"), user identification ("User ID") and other authentication factors that we may require from time to time. Your card data may also

be required for authentication purposes. The Passcode (including a fingerprint or other biometric identifier), User ID, Card Data, and other authentication factors (e.g., a token for the ACH and Wire Payment Digital Services) that we may require from time to time may collectively be called the "Access Codes."

The Passcode will either be selected by you upon enrollment or will be supplied to you by us. For some services (e.g., M&T Mobile Banking), after your first login, you may be able to use a fingerprint or other biometric identifier as a Passcode. You can change your User ID and/or Passcode at any time. We require that you change any Passcode we provide to you. You agree to keep all Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Services. To protect the security of your information and accounts, you agree to log out of the Digital Services and close your browser or application session when you are finished using the Digital Services. For reasons of security, we may cancel your Access Codes at any time without notice. All electronic communications and Instructions using these Access Codes will be deemed to be valid and authentic and we may act on such communications and Instructions. You also agree that those electronic communications will be given the same legal effect as written and signed paper communications.

In general, your Access Codes permit you to access all Eligible Accounts associated with your Social Security number or Taxpayer Identification Number that are compatible with the Digital Services (including accounts you own individually and with others). If you co-own any account(s) with others, we strongly recommend that you not share your Access Codes with your co-owner(s), as such sharing will enable the co-owner(s) to gain access to information on any account(s) you own individually. Every owner of an account should obtain and use his or her own Access Codes.

In addition, for Business Accounts, the Administrator will select for each Authorized User, a User ID, and a Passcode. Issuance and re-issuance of certain Access Codes may require the Administrator to use additional authentication or security procedures we establish from time to time.

If you believe that any of your Access Codes have been lost, stolen, or compromised or that any transaction involving any of your Eligible Accounts may have been made without your authorization, you should contact us immediately. We strongly recommend that you do so by telephoning us at the Customer Service Center number provided below in this Agreement ([Section M8](#)), because that is the best way of limiting your losses. In addition to notifying us, we also strongly recommend that you immediately change your User ID, Passcode and any other Access Codes, as appropriate.

## B. M&T Online Banking

This section sets forth the terms and conditions specific to M&T Online Banking services. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. **For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#).** M&T Online Banking services represent core Digital Services and include the following features:

### 1. Internal Transfers and M&T Loan Payments from External Accounts.

- a. Enrollment and General Information.** You may use the M&T Online Banking service internal transfer function to transfer funds between Eligible Accounts at M&T and to pay M&T loans. Consumers may also make a payment to eligible M&T loans from an external account. In addition, Customers may take advances from eligible M&T lines of credit. Certain Consumers may also purchase or redeem shares in, or transfer funds between, eligible Investment Accounts and eligible deposit accounts.

Note: Internal transfers between M&T accounts and Loan Payments from external accounts may be limited by agreements Customer has for such accounts. The term "external accounts" in this section means accounts that you have outside of M&T.

To activate this service, you may be required to provide your Card Data. You may use the internal transfer function to set up recurring transfers from one Eligible Account at M&T to another (recurring transfers must be for the same amount). See the Guide for details and limitations on the acceptance and processing of your internal transfer Instructions. Any transfer of funds from a deposit account is subject to the availability of sufficient funds for withdrawal from that deposit account when the transfer is to be made.

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers from money market deposit and savings accounts (see applicable account agreement and [Section M20](#) for details).

- b. Investment Accounts.** You acknowledge that for purchases and redemptions in your Investment Account, you must use one of the M&T Bank deposit accounts (and that account must be an Eligible Account) that you have designated in writing in your investment fund application, or in a written or telephone instruction to the investment provider, as a bank account from which funds for Investment Account fund purchases are to be withdrawn and to which proceeds of investment fund redemptions are to be deposited ("Designated Settlement Account"). If you select any other M&T account when you attempt to initiate a purchase or redemption transaction through the M&T Online Banking service, your transaction will be rejected and will require special handling, which will result in delay. If you are not certain which M&T Bank deposit account(s) you designated as your Designated Settlement Account(s), or if you wish to select additional accounts as Designated Settlement Accounts, contact Wilmington Funds shareholder services at (800) 836-2211.

Non-deposit investment products. You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a deposit of M&T Bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. You should consider a fund's investment objectives, risks, charges and expenses carefully before you invest. Information about these and other considerations is contained in the fund's prospectus, which is available on the Wilmington Funds website, [wilmingtonfunds.com](http://wilmingtonfunds.com). You should read the prospectus carefully before investing.

**c. Mortgages and Loans.** For all M&T real estate secured loan(s), we reserve the right to reject any Instruction to pay such loan(s) (including any recurring funds transfer Instruction) if such loan(s) is in default under the terms of the loan related documents.

**d. Stopping Recurring Payments.** You can stop recurring funds transfers using one of the following methods: (i) cancel your funds transfer Instruction using the M&T Online Banking service internal transfer function by 11:59 PM on the Business Day before the date you have scheduled the next recurring funds transfer; or (ii) telephone us at 1-800-790-9130 or send us a written request at M&T Bank, P.O. Box 4627, Buffalo, NY 14240 in time for us to receive your request at least three (3) of our Business Days before the next recurring funds transfer. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.

For Customers using My Mortgage Info for scheduling an auto-draft payment(s) for an Eligible Account, you can stop any auto-draft payment using one of the following methods: (i) cancel your funds transfer Instruction using My Mortgage Info; or (ii) telephone us at 1-800-790-9130 or send us a written request at M&T Bank, P.O. Box 4627, Buffalo, NY 14240 in time for us to receive your request at least three (3) of our Business Days before the next recurring funds transfer. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us. For customers using My Mortgage Info for scheduling a single "Make a Payment", that single scheduled payment may be able to be cancelled by calling 1-800-790-9130.

**e. Transfer Effective Date on non-Business Day.** Please note that if your transfer effective date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the Withdrawal Date to accommodate such transaction(s).

**2. Account Balance and Transaction History.** You can use the M&T Online Banking service to obtain balance and transaction history on all Eligible Accounts. Various types of account balance and transaction history data provided through the M&T Online Banking service are current as of different dates and times. For example, certain types of data provided are real-time, periodically updated through the day, or prior day information. More information may be available in the Guides. Information about a transaction posted to an Eligible Account will be available through the M&T Online Banking service generally for at least 60 days after the transaction posted to the Eligible Account. For Businesses, up to 90 days of balance summary and account transaction detail will generally be available for all Business checking and savings accounts enrolled in M&T Online Banking for Business. For Mortgage Accounts, balance summary and account transaction detail will generally be available when accessed through My Mortgage Info for at least 90 days.

**Account balance and other information obtained through the M&T Online Banking services (and through M&T Mobile Banking) may not include transactions that you have made or authorized but that have not cleared, certain debit card transactions (including gratuities associated with such transactions), deposits you have made but that have not been credited, and other transactions that have been made but that have not yet been processed. For lending products, balances indicated may not include all recent activity, including fees or other charges and may not represent a payoff balance. For payoff information on your account, please contact our Customer Service Center (refer to [Section M8](#)).**

**3. Online Account Information and Check Images.** You may use this service to view certain checks and other information online for certain Eligible Accounts. Please see Guide(s) for more detailed instructions and limitations on the availability of checks and other information for viewing via this service. Note that checks that have been presented for payment and that are accessible through this service may not actually be, or have been, paid, (e.g., for reasons such as non-sufficient funds in the account or the existence of an outstanding stop payment order concerning the check).

**4. Data Export.** You may export account information for use with your personal financial management software (e.g., Quicken®) ("PFM Software") or other spreadsheet software (e.g., Microsoft Excel®) for up to 90 days of history. This service is limited to certain Eligible Accounts and is not compatible with all versions of PFM Software. We reserve the right to change the file format or formats available for download on the M&T Online Banking services at any time, without notice.

**5. M&T Online and Mobile Bill Pay.** You may use the M&T Online and Mobile Bill Pay service to make one-time, future-dated, and/or recurring payment transactions from an eligible checking account.

**a. Enrollment.** Either during your enrollment or after you have enrolled in M&T Online Banking services, you may enroll in the M&T Online and Mobile Bill Pay service. To do so, you may be required to provide your Card Data.

**b. Payment Instruction.** When you initiate a payment Instruction through Online and Mobile Bill Pay, you authorize us, or our agent, to withdraw the necessary funds from the specified eligible checking account. The Business Day

your payment Instruction will be processed (i.e., the Business Day we debit your account for the payment and initiate or mail the payment) is called the "Withdrawal Date." Because of the time it takes to process and send a payment to a payee, there will be a delay between the Withdrawal Date and the date you schedule the payment to be delivered to the payee ("Delivery Date"). You can obtain an estimate of the number of Business Days it will take to process the payment by looking up the payee on your Payee List (listed as "Days to Deliver"). Add a new payee to your Payee List by navigating to "Add a Payee". To provide adequate time for payments to be received by a payee, the date you select as the Delivery Date must be no later than the date your payment is due, excluding any applicable grace periods.

The cutoff time for entering a payment Instruction on a Business Day using our system is 11:59 p.m. ET. When a payment Instruction is entered on our system after 11:59 p.m. ET or on a non-Business Day, the Instruction will be considered received on the next Business Day. We reserve the right to change our estimate of the number of Business Days it will take to process the payment for any payee at any time without notice to you. If your Withdrawal Date falls on a non-Business Day, we may adjust the Withdrawal Date to the prior Business Day. Please make sure that your Available Balance is sufficient on the prior Business Day to accommodate such transaction(s). We recommend that you frequently check the processing time estimates on the Payee List for your payees in order for you to be aware of the Withdrawal Date for a payment Instruction. These estimates are for your convenience only and you must schedule your payments as set forth in this section in order to qualify for the payment guarantee in this Agreement.

Notwithstanding any other provision of this Agreement, it shall be your responsibility to schedule bill payments sufficiently in advance of the payment due date so that the payment can be received and processed by the payee before any such due date. We shall not be responsible for any late fees, interest charges, and penalties imposed by a payee if you did not schedule the payment to allow for the time it takes us to process the payment and for the payee to receive and process the payment.

You agree that you will not initiate a payment unless there are, or will be, sufficient available funds in the specified Eligible Account (plus amounts available for transfer or advance from an overdraft protection plan if you have such a plan) on the Withdrawal Date. If you do not have such funds available when we attempt to process the payment to your account on the Withdrawal Date, M&T, in its sole discretion, will either:

- i. Make the bill payment and debit your account on the Withdrawal Date for the full payment amount; or
- ii. Not make the bill payment and not debit your account on the Withdrawal Date and instead try to complete the payment Instruction on the next Business Day. If there are still insufficient funds available at this second attempt, M&T, in its sole discretion, will either (a) cancel the bill payment, which means that your payment will not be made; or (b) make the bill payment and debit your account for the full payment amount. M&T will notify you via Internal Electronic Messaging, email and/or U.S. mail if your payment does not process on the Withdrawal Date and also if your payment does not process on the second attempt.

**Important Notes on Fees:** If, in any case, a bill payment that we process is covered with funds from your overdraft protection plan, the terms of that plan, including applicable overdraft transfer fees and/or other fees, will apply. If, in any case, a bill payment we process overdraws your deposit account and is not covered by an overdraft protection plan, you will be charged any applicable overdraft fees and/or other fees.

- c. Limitations on Payments.** You agree that you will not use Online and Mobile Bill Pay to make payments: (i) to payees located outside the United States; (ii) to taxing authorities or other governmental entities; (iii) required under court order (e.g., child support); or (iv) in connection with any unlawful activity or purpose. If you use M&T Online and Mobile Bill Pay to make governmental or court-ordered payments, we shall not be responsible for any penalties, interest, late fees or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the payment, or the delayed or improper crediting of the payment. We reserve the right to refuse to make a payment to a particular payee or categories of payees through the M&T Online and Mobile Bill Pay service.
- d. Incomplete Payments.** Payments will be made either by a check, or by electronic transfer, depending on arrangements with the payee. If a payee fails to cash a check within the time period we establish for cashing checks or if the payment is rejected as an electronic transfer, we will thereafter credit your account from which the payment was initially debited in the amount of the original payment Instruction (without interest).
- e. Canceling Payments.** You can order us to cancel any payment initiated through the Online and Mobile Bill Pay service by canceling the Instruction to make that payment. Cancellations initiated using the cancellation feature must be received on or before 11:59 p.m. on the Business Day prior to the Withdrawal Date to be effective on such date. The Withdrawal Date for a specific payment is listed on the "View Bill Payment Activity" screen. Please see the Guide as to how to cancel the Instruction in this way. Once the withdrawal has been made from the specified account on a Withdrawal Date, it will not be possible to stop that payment from being made.

For recurring payment Instructions, you can stop the recurring payment using one of the following methods: (i) cancel the payment Instruction on the "View Bill Payment Activity" screen or (ii) telephone or send us written request at the phone number or P.O. Box listed in the Customer Service [Section M8](#) in time for us to receive the request at least three (3) Business Days before the next Withdrawal Date. If you call, we may require you to confirm your request in writing and get it to us within 14 days after the date you called us.

**f. No Duty to Monitor Payments.** M&T does not have any duty to you to monitor the payments that are made through M&T Online and Mobile Bill Pay.

**g. Bill Pay Guarantee.** We will cover up to \$50 in late fees if a payment using Online and Mobile Bill Pay is late and you (i) scheduled the payment sufficiently in advance of the payment due date (see above sub-section b) to allow for the payment to be processed and sent by us, and (ii) the date you selected as the Delivery Date was no later than the date your payment was due, excluding any applicable grace periods. Delivery timeframes are noted for each payee, indicated as "Days to Deliver" in your payee list – generally two or four Business Days. Further, your payment must be scheduled according to the requirements set forth in this Agreement and you must have sufficient available funds in your account. The maximum late fee payable under this guarantee is \$50 per late payment. In the event your payee does not receive payment on time and charges you a late fee, contact Online Banking Support at 1-800-790-9130. We reserve the right to discontinue the Bill Pay Guarantee at our discretion at any time.

**NOTE:** It is possible to make a payment towards a Mortgage Account using M&T Online and Mobile Bill Pay (in which case the above terms apply); however, the terms of the above "Bill Pay Guarantee" subsection do not apply while using My Mortgage Info. Customers making a payment towards a Mortgage Account using the Make a Payment feature available on My Mortgage Info will be subject to the terms of use set forth on My Mortgage Info.

## 6. M&T Rewards Program (Credit Card)

Cardholders enrolled in the M&T Rewards Program may view and redeem earned points by accessing the M&T Rewards site. This program is subject to the [M&T Rewards Program Terms & Conditions](#). Regarding use of the M&T Rewards site, if there are any conflicts between the terms and conditions of this Agreement versus the terms and conditions of the M&T Rewards Program Terms & Conditions, the terms and conditions of the M&T Rewards Program Terms & Conditions prevail.

## C. Bank to Bank Transfer (Personal Accounts)

This section sets forth the terms and conditions specific to the Bank to Bank Transfer service for Personal Accounts. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. The Bank to Bank Transfer service for Personal Accounts allows you to request that we initiate an electronic fund transfer from a personal account held in your name at another financial institution (the "External Bank Account") to one of your Eligible Accounts (checking or savings accounts) held at M&T that is qualified for the Bank to Bank Transfer service ("Bank to Bank Eligible Accounts"). The Bank to Bank Transfer service for Personal Accounts also allows you to request that we initiate an electronic fund transfer from one of your Bank to Bank Eligible Accounts to one of your External Bank Accounts. Not all Personal Accounts are eligible for the Bank to Bank Transfer service. The External Bank Account used in the Bank to Bank Transfer service must be in the United States of America. The Bank to Bank Transfer service cannot be used to send or receive funds to business accounts, nor can it be used to transfer funds to third parties or to or from an account that is held or owned solely by a person other than you. As used herein, a "Transfer Instruction" is an Instruction you provide to us through the Bank to Bank Transfer service to request that we complete an electronic fund transfer from an External Bank Account to your Bank to Bank Eligible Account held at M&T, or from a Bank to Bank Eligible Account at M&T to an External Bank Account. **For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#).**

**1. Authorization to Complete a Funds Transfer.** By logging into M&T Online Banking services and providing a Transfer Instruction, you authorize us (including our service providers), to initiate electronic debits and credits (referred to as "funds transfer(s)" herein) to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) in order to process your Transfer Instruction.

Further, you also authorize us to correct any error and to make adjustments when a funds transfer is returned, reversed or cannot be completed. You authorize us to make such corrections and adjustments by initiating electronic debits or credits to and from your Bank to Bank Eligible Account(s) and External Bank Account(s) and by debiting any other account you have at M&T (but not if such account is a trust account, individual retirement account, other tax-deferred retirement account or other account that receives special tax treatment) if the erroneous, returned, reversed or incomplete transfer cannot be fully corrected or adjusted by debiting your Bank to Bank Eligible Account(s) or External Bank Account(s). This authorization shall survive termination of your Bank to Bank Transfer service.

You represent and warrant to us that: (a) you are an owner of both the Bank to Bank Eligible Account(s) at M&T and the External Bank Account(s); (b) you have all necessary authority and rights to register for the Bank to Bank Transfer service and to initiate funds transfers to and from the Bank to Bank Eligible Account(s) at M&T and the External Bank Account(s); (c) you are an individual Consumer and the Bank to Bank Eligible Account(s) and External Bank Account(s) are held and used by you solely for personal, family or household purposes, and are not held or used in connection with any Business enterprise; and (d) you will not use the Bank to Bank Transfer service for any purpose or activity that is in violation of any federal or state law, rule, statute or regulation, including the rules of any payment system used to process your Transfer Instruction.

M&T and the financial institution(s) holding the External Bank Account(s) may rely on the representations and the authorizations provided by you in the Agreement without investigation. We will use the Automated Clearing House ("ACH") network in order to initiate the electronic debits and credits to your Bank to Bank Eligible Account and the

External Bank Account to process a Transfer Instruction. We may use other methods to process a Transfer Instruction, including a book transfer or wire transfer.

We make no representation or warranty to you that the financial institution that holds the External Bank Account will properly credit or debit funds arising from an incoming or outgoing funds transfer to or from your External Bank Account or will honor any Instruction to credit or debit your External Bank Account.

- 2. Processing of Funds Transfers.** We will process Transfer Instructions received before the time specified on the Website on a Business Day. Transfer Instructions that are received on a non-Business Day or after the time specified on the M&T Online Banking Website on a Business Day will be processed the next Business Day.

We have no obligation to complete a Transfer Instruction if (i) there are insufficient available funds in your Bank to Bank Eligible Account at M&T to complete the requested funds transfer to the External Bank Account, (ii) the ACH debit to the External Bank Account to fund a funds transfer is not processed or is returned for any reason by the financial institution holding the External Bank Account; (iii) the Transfer Instruction exceeds any dollar or frequency limitation placed on funds transfers by us; (iv) M&T or the financial institution holding the External Bank Account imposes any restriction, hold or limitation that would prevent the execution of the Transfer Instruction; or (v) we have any reason, in our sole discretion, to believe that processing the Transfer Instruction could expose us to a loss of any kind, including any Damages. We are not responsible for actions taken by the financial institution that holds your External Bank Account, and we are not responsible if the financial institution does not properly credit or debit a funds transfer to or from your External Bank Account.

It is your responsibility to monitor your Bank to Bank Eligible Accounts through Online Banking, the Bank to Bank Transfer page and your External Bank Accounts to determine if your Transfer Instruction has been processed.

- 3. Reliance on Your Instructions.** We are not responsible for detecting any errors in a Transfer Instruction requested by you through the Bank to Bank Transfer service. You are responsible for the content of any Transfer Instruction, and we may rely upon the information you provide to us when processing the Transfer Instruction. We may rely solely on the account numbers and bank identifying numbers that you provide to us for identifying your External Bank Account(s) and financial institution(s) holding such accounts, regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and account numbers.

- 4. Types and Limitations on Transfers.** When you request that we process a Transfer Instruction you submit using the Bank to Bank Transfer service, we will generally process it 3 Business Days after the Business Day that we receive the Transfer Instruction. Any Transfer Instruction you submit after 8:45 p.m. ET on a Business Day or anytime on a non-Business Day will be considered received by us on the next Business Day.

The maximum aggregate dollar amounts of Transfer Instructions we will process for you through the Bank to Bank Transfer service per Business Day are as follows:

<b>Inbound Transfers</b> (transfers to a Bank to Bank Eligible Account at M&T)	\$20,000.00
<b>Outbound Transfers</b> (transfers from a Bank to Bank Eligible Account at M&T)	\$10,000.00

Each of these separate limits applies to the aggregate of each type of transfer to or from all of the Bank to Bank Eligible Accounts associated with your M&T Online Banking account. We may decline to process, or delay processing of, any or all of your Transfer Instructions at any time if we, in our sole discretion, are concerned that the requested transfer may be unauthorized or otherwise improper or inappropriate. In the event we decline to process, or delay processing, any Transfer Instruction: (i) we may, but have no obligation to, notify you via email, and (ii) we shall have no liability to you for any Damages of any kind associated with the declined or delayed Transfer Instruction. We may change the limitations set forth herein at any time by posting new limits on the Website.

Federal regulations limit the number of electronic fund transfers from money market deposit and savings accounts (see [Section M20](#) for details). Each transfer from a savings or money market account at M&T using the Bank to Bank Transfer service is counted as one of the limited transfers you are permitted for each calendar month.

- 5. Cancellation of Requested Funds Transfer.** You may request a cancellation of a Transfer Instruction that you have previously requested through the Bank to Bank Transfer service if the Transfer Instruction has not been processed. We will take reasonable steps to act on your cancellation requests, but we shall not be responsible if we are unable to cancel a Transfer Instruction because we did not have sufficient time to act on the cancellation request. You can stop a scheduled or recurring transfer using one of the following methods: (i) cancel the payment instruction on the "View Transfers" screen within the Bank to Bank Transfer service, or (ii) telephone or send us written request at the phone number or P.O. Box listed in the Customer Service [Section M8](#) in time for us to receive the request at least three (3) Business Days before the next Withdrawal Date. If you call, we may require you to confirm your request in writing and transmit it to us within 14 days after the date you called us.

- 6. Verification of Identity and Account Ownership.** When you register for the Bank to Bank Transfer service, you authorize us to obtain information from any financial institutions holding your External Bank Accounts in order to confirm your access to and/or ownership of the External Bank Accounts. You also authorize us to request information regarding

you and your External Bank Accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as necessary to provide the Bank to Bank Transfer service to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Bank Accounts or to confirm that the Bank to Bank Eligible Accounts at M&T and the External Bank Accounts are held in the same name and/or legal capacity. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.

You must verify your control and authority to access the External Bank Accounts through the account verification methods specified in the Bank to Bank Transfer service portion of the Website and listed below.

\* **Instant Verification.** By using this method and providing us (and our service provider) with your online credentials (such as username and password), you authorize us (and our service provider) to access your External Bank Accounts online, and thereby verify your control and authority to access the External Bank Accounts. If you select this option for verification, you authorize us to access websites and online banking systems of the financial institutions holding your External Bank Accounts, on your behalf, to retrieve information about your accounts. For all purposes hereof, you hereby grant us (and our service provider for the Bank to Bank Transfer service) a limited power of attorney, and you hereby appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites (including the website of the financial institution that holds the External Bank Account(s)), servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE (OR OUR SERVICE PROVIDER) ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE (OR OUR SERVICE PROVIDER) ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OF THE FINANCIAL INSTITUTION HOLDING THE EXTERNAL BANK ACCOUNT OR ANY THIRD PARTY. You agree that third party financial institutions holding External Bank Accounts shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that use of this verification process is not endorsed or sponsored by the financial institutions holding the External Bank Accounts or us, and you are not required to provide us with your online credentials in order to use the Bank to Bank Transfer services. You are licensing to us and our service provider any information, data, passwords, materials or other content (collectively, "Content") you provide to us. We (and our service provider) may use, modify, display, distribute and create new material using such Content in order to provide the requested Bank to Bank Transfer services to you. By submitting Content, you automatically agree that we (and our service provider) may use the Content for the purposes set out above without any particular time limit and without the payment of any fees.

\* **Deposit Verification.** By using the Challenge Deposit Verification Service, you authorize us to make up to two micro-deposits (less than \$1.00) to the External Bank Account specified by you. You will thereafter verify to us the amounts of each micro-deposit made to the External Bank Account.

## D. Online Check Search and Stop Payment

This section sets forth the terms and conditions specific to the Online Check Search and Stop Payment service regarding checks you have written. This service excludes payments made via M&T Online and Mobile Bill Pay. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. You may use the Online Check Search and Stop Payment service to search for the status of checks you have written and place stop payments on checks you have written that have not cleared. You will be charged a stop payment fee under the terms of your Eligible Account on which the check was drawn. Before placing your stop payment, verify the check(s) has (have) not cleared your account. You understand that M&T is unable to stop payment on checks and other items that have already been paid before M&T has received and had a reasonable time to act on a stop payment order. In addition to the check number, we may require you to supply the following information when you request a stop payment: the number of the account on which the check is drawn, the amount of the check, the date of the check, the name of the payee, and the reason for stopping payment. Please see the Guide for more detailed instructions and limitations. Stop Payments will be in effect for 6 months. A verification form may be required. We do not guarantee the ability to cancel or stop any payment.

## E. Statements and Notices service

This section sets forth the terms and conditions specific to the Statements and Notices service. By enrolling in this service, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. The Statements and Notices service is an option by which you may obtain Electronic Documents electronically for viewing, printing and downloading, **rather than receiving such documents from us in paper form.**

### 1. Enrollment

You can elect to have statements and notices for Eligible Accounts delivered electronically in one of the following ways:

- a. During Online Banking enrollment, you will be presented the option to receive statements and notices online for all of your Eligible Accounts. Please note that if you check the prompt to receive statements and notices online during this process, your election for electronic delivery (rather than paper) will apply to all of your Eligible Accounts.
- b. If you do not elect to receive statements and notices online during the Online Banking enrollment process, you can make this election within Digital Services after your enrollment. Please note that if you check the prompt to receive statements and notices online during this process, this election will apply to all of your Eligible Accounts.

**Note that once you elect to receive statements and notices online for all Eligible Accounts, you may change your election for one or more of your Eligible Accounts within the Digital Services.** For example, you may change your election for a specific Eligible Account(s) from electronic delivery to paper delivery or from paper to electronic. Please see sub-section 3. Changing Statement or Electronic Delivery Option, below, for more information on changing your elections.

The availability of certain Electronic Documents may be limited in certain jurisdictions and by applicable law. Information about the current types of Eligible Accounts and Electronic Documents that are available through the Statements and Notices service is available in the Guides, including at [mtb.com/olb-edeliveryeligibility](http://mtb.com/olb-edeliveryeligibility).

Note: If you choose electronic delivery for statements for an account, we may also send account related change-in-terms notices electronically.

Anytime, as described above, you enroll in the Statements and Notices service (and/or adjust the Eligible Account(s) for which you will be receiving Electronic Documents from us electronically or in paper form), you hereby confirm that you, (i) have Equipment and Software necessary to allow you to receive electronically, view, print and/or save the Electronic Documents, including Software that permits you to receive, access and retain "PDF" files (for necessary Equipment and Software, see Section A6 ); (ii) have a valid email address at which to receive your Electronic Documents and/or notice that your Electronic Documents are available for you at the Website; and (iii) agree to discontinue receipt of checks or printed images of canceled checks, if, prior to agreeing to receive your statements electronically, you received checks or printed images of canceled checks with your account statement.

## 2. Accessing your Electronic Statements and Disclosures.

Once the Statements and Notices service takes effect for Electronic Documents, whenever any Electronic Document is made available to you at the Website, we may send to the primary email address you have provided to us for use with M&T Statements and Notices service a notice that the Electronic Document is available to you at the Website. Not all Electronic Documents may be eligible for this notice. Such Electronic Documents will be available to you at the Website for 7 years in the Statements and Notices service, as long as you are enrolled in the service and have elected to receive documents electronically, or available upon request. We recommend that you print and/or save copies of your statements and other Electronic Documents as they become available. Please note that upon Eligible Account closure, Electronic Documents will not be available at the Website. Except when applicable law requires otherwise, the notice we send to your primary email address will be the only notice to you about the availability of the Electronic Document at the Website. You acknowledge that availability of the Electronic Document on the Website or delivery of the notice will constitute delivery of the Electronic Document whether or not you view or print such Electronic Document. The first time an email notice is returned to us as undeliverable, we will send you a letter advising that an Electronic Document is available and that we were unable to deliver your email notice, and asking you to provide us with a new email address for use with Statements and Notices service. For subsequent instances, we may send you a secure internal message within Digital Services advising that an Electronic Document is available and that we were unable to deliver your email notice, and asking you to provide us with a new email address for use with the Statements and Notices service.

3. **Changing Statement or Electronic Disclosure Delivery Option.** You can change your delivery preference (electronic delivery or paper delivery) within M&T Online Banking Services for an Electronic Document that you have enrolled in the Statements and Notices service. When you change your delivery option, the change will take effect in your next statement cycle, or when the next document or notice would be sent. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen.
4. **Email Address.** It is your responsibility to notify us of any change in your primary address, which is used with the Statements and Notices service. See [Section M8](#) for contact information.
5. **Paper Copies.** At any time after you enroll in the Statements and Notices service, we may discontinue mailing you paper copies of Electronic Documents. For as long as we are required by applicable law to keep a copy of any Electronic Document, you may request a paper copy of such Electronic Document by contacting us at Customer Service ([Section M8](#) below). You must pay us any applicable charge for the paper copy. Your request for the paper copy will not constitute a request to cancel Statements and Notices service or a request to discontinue receipt of Electronic Documents. Even if we discontinue sending you paper copies of Electronic Documents, we may (but shall have no duty to) resume sending them at any time for any reason, including, but not limited to, because we believe that you are not receiving notices that an Electronic Document is available to you at the Website or because we believe that a change in Equipment or Software required for Statement Delivery service creates a risk that you may not be able to receive electronically, view and retain Electronic Documents.
6. **Termination of Enrollment.** We may terminate your enrollment in the Statements and Notices service at any time, without notice to you. The termination will take effect when we specify. You may terminate your enrollment in the Statements and Notices service within Online Banking, or by notifying us via phone or by mail (see Customer Service [Section M8](#)). The termination will not take effect until we have had a reasonable time to act on your notice, which can be

as long as 60 days. Any termination of your enrollment in the Statements and Notices service (i) may be effective for all Eligible Accounts, or for select accounts; and (ii) will not affect the validity or legal effect of any Electronic Document provided to you at the Website prior to the effective date of such termination.

- 7. Joint Account.** If any Eligible Account is a joint account, any holder of that Eligible Account may enroll in or terminate enrollment in the Statements and Notices service. All joint account holders of any Eligible Account will be bound by the enrollment or termination of enrollment by any account holder.
- 8. Combined Statements.** All accounts that are part of a combined statement mailing must be delivered in the same fashion. Requesting that a single account within a combined statement be changed to another delivery format will result in all accounts within that statement being sent in the same format. If accounts that are part of a combined statement mailing are not entirely or partially owned by the person enrolling in the Statements and Notices service, we will not discontinue delivery of paper statements and the delivery settings will be set to paper and electronic.
- 9. Fees.** For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#). M&T Bank does not charge a fee to enroll in the Statements and Notices service, to change your election from paper to electronic delivery, or to change your election from electronic to paper delivery. Whether there are charges for electronic statements and/or paper statements is based on the applicable Eligible Account agreements and the applicable Eligible Account-related fee schedules. Please refer to such documentation for details.

## F. M&T Mobile Banking

**M&T Mobile Banking.** This section sets forth the terms and conditions specific to M&T Mobile Banking ("M&T Mobile"). By downloading the M&T App or using M&T Mobile, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. After you have enrolled in the M&T Online Banking services, you can use M&T Mobile to access some financial services and products and the functions from M&T Online Banking using a Mobile Device. Not all Eligible Accounts are accessible through M&T Mobile. To use M&T Mobile, you must have a Mobile Device and the M&T app. A list of the supported Mobile Devices' specifications can be found at [mtb.com/olb-systemrequirements](http://mtb.com/olb-systemrequirements).

- 1. M&T Mobile App.** The M&T Mobile App allows you to access certain Eligible Account information and make transfers between Eligible Accounts. In addition, you can access additional services that you are enrolled in, such as M&T Online and Mobile Bill Pay and M&T Mobile Deposit. To use M&T's Mobile App, you must have a supported Mobile Device and download the M&T Mobile application to it.
- 2. Notices Applicable to M&T Mobile Banking.** YOU AGREE THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT, COMPROMISE, OR LOSS OF THE MOBILE DEVICE, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED. For this reason, you should consider password protecting your Mobile Device and/or taking additional security precautions with your phone. In the event of the loss, theft, compromise of, or destruction of your Mobile Device which has the M&T Mobile App, you should immediately (i) reset your M&T Online Banking Passcode and (ii) notify your wireless carrier to disable wireless telecommunications service (voice and data) from your lost or stolen Mobile Device. You agree not to use any personally identifiable information (including User ID, passcode or full account number) when creating nicknames for your Eligible Accounts. You agree that M&T Bank cannot guarantee and is not responsible for the availability of the data services provided by your mobile carrier, and that service may not be available from time to time.

Use of M&T Mobile Banking is subject to the directions, limitations and requirements described in Guides. At any time and without notice, M&T Bank reserves the right to: (i) terminate its support of any Mobile Device, operating system or mobile carrier; (ii) remove or modify the types of accounts, features and functionality available through M&T Mobile; and (iii) modify any security procedures or requirements M&T requires to gain access to M&T Mobile.

- 3. Fees.** For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#). M&T does not currently charge a fee for M&T Mobile Banking. However, you are responsible for any data or text message charges or other fees you may incur that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

## G. M&T Mobile Deposit

This section sets forth the terms and conditions specific to M&T's Mobile Deposit Service ("MDS"). By enrolling in or using MDS, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. MDS allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile check deposits ("Mobile Deposit Accounts") via an application (the "App") installed on your supported mobile device. The App is considered part of the MDS. All items received through MDS will be treated as deposits of checks under the applicable deposit account agreement.

- 1. Miscellaneous.** If there is a conflict between other provisions of the M&T Digital Services Agreement and this section, this section shall control concerning the MDS. If any portion of this section is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

2. **Fee.** You agree to pay us a fee for the service as set forth in our fee schedule and as may be changed from time to time. For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#). Note: There may be a returned item fee if a deposited item is returned for any reason. See applicable account agreement for details.
3. **Equipment.** To use MDS, you must have (at your expense) a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, have a data plan or otherwise be able to access the Internet through your mobile device, and download the App to your mobile device (collectively, the "MDS Mobile Device"). A list of MDS Mobile Devices (including the mobile device cameras, and mobile device operating systems) that we support for this service can be found at [mtb.com/olb-systemrequirements](http://mtb.com/olb-systemrequirements). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with MDS.
4. **Limitations.** When using MDS, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting Damages that you may incur. For security reasons, MDS has qualification requirements and we reserve the right to change the requirements at any time without prior notice. We reserve the right to change, suspend or discontinue MDS, in whole or in part, or your use of MDS, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you may access MDS.

Except as expressly provided in this section, deposits made through MDS are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

#### 5. Eligible Checks and Items.

You agree (i) to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this section or such other items as we, in our sole discretion, elect to include under MDS; (ii) that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code; and (iii) that you will not use MDS to scan and deposit any of the following checks or other items:

- a. Checks or items payable to any person or entity other than you, or to you and another party.
- b. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC or other remotely created items.
- f. Checks or items not payable in United States currency.
- g. Checks or items dated more than 6 months prior to the date of deposit.
- h. Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- i. Checks or items that were previously returned unpaid.
- j. Checks or items prohibited by our current procedures relating to MDS or which are otherwise not acceptable under the terms of your Mobile Deposit Account.

Nothing in this section should be construed as requiring M&T to accept any check or item for deposit, even if M&T has accepted that type of check or item previously. Nor shall M&T be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this section.

6. **Security of Your Mobile Device and Account Information.** You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the MDS (collectively, "MDS Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the MDS (collectively, "Account Information"). You agree not to supply your MDS Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data (referred to in MDS section as "Communications") entered using the MDS Access Information. Any Communications received through the use of the MDS Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any MDS Access Information, including your Mobile Devices. We reserve the right to deny you access to MDS (or any part thereof) if we believe that any loss, theft or unauthorized use of MDS Access Information has occurred.
7. **Image Quality.** The image of a check or item transmitted to M&T using MDS must be clear and legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, any regulatory agency, any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any Damages resulting from the poor image quality of a check or other item, including those related to rejection of or the

delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**8. Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through MDS as "For M&T Bank mobile deposit only" or as otherwise instructed by M&T. All endorsements must be in either blue or black ink. You agree to follow any and all other procedures and instructions for use of MDS as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through MDS.

**9. Receipt of Checks and Items; Crediting.** We reserve the right to reject any check or item transmitted through MDS, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this section or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from M&T that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the relevant deposit agreement governing your Mobile Deposit Account and the applicable M&T's funds availability policy, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. M&T may establish later Cutoff Times for checks and items deposited via MDS, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Mobile Deposit Account. In the event that M&T establishes later Cutoff Times for checks and items deposited via MDS, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether M&T establishes later Cutoff Times for checks and items deposited via MDS, you understand and agree that checks and items must be received and accepted by M&T before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the Frequently Asked Questions, or FAQs, at [mtb.com/olb-mobileappFAQs](http://mtb.com/olb-mobileappFAQs) for details on Cutoff Time for MDS.

**10. Availability of Funds.** Deposits may not be available for immediate withdrawal.

For Personal Accounts, we will make funds available for checks and items received, accepted, and successfully processed through MDS according to our availability disclosure for your Mobile Deposit Account. For more information, see the FAQs and account disclosures.

If your Mobile Deposit Account is in a business or commercial product, checks and other items received, accepted, and successfully processed through MDS are not subject to the availability timeframes within the availability disclosure for your Mobile Deposit Account, and you may receive less favorable funds availability (e.g., availability delayed an additional business day) than that disclosure provides.

**11. Temporary Retention and Disposal of Transmitted Checks and Items.** You agree never to represent to us or any other party a check or item that has been deposited through MDS unless we notify you that the check or item has not been accepted for deposit through MDS. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to M&T as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for M&T's audit purposes. You agree to safeguard and keep the original item for at least seventy calendar days after you have transmitted the item. You shall consult your legal counsel on the appropriate retention timeframe (exceeding seventy calendar days) for original paper items based on your requirements. You agree to securely destroy or otherwise properly dispose of checks and items that have been accepted for deposit through MDS and have cleared to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items. Business Customers shall create and maintain written policies and procedures for the safe and secure retention and subsequent destruction of the original paper Items and/or copies of such items.

**12. Deposit Limits.** For security reasons, we reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using MDS. Such limits are subject to change without notice at M&T's discretion. If you are enrolled in MDS, you may check your current limit by logging in to the Mobile Banking app or by selecting Mobile Deposit under the Services menu within Online Banking.

**13. Presentment.** The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in M&T's sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

**14. Promises You Make to Us; Indemnity.** You warrant to M&T that:

- a. You will only transmit eligible checks and items that you are entitled to enforce; all checks and items will include all signatures required for their negotiation.
- b. Images will meet M&T's image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. You will not deposit, represent, or otherwise transfer or negotiate the original check or item with M&T or any other party.

- e. All information you provide to M&T is accurate and true, including that all images transmitted to M&T accurately reflect the front and back of the check or item at the time it was scanned.
- f. You will comply with this section and all applicable rules, laws and regulations.
- g. You will use MDS only for your own deposits and will not allow the use of MDS by way of a service bureau business, timesharing, or otherwise disclose or allow use of MDS by or for the benefit of any third party.
- h. You will only use MDS in locations in which use of MDS is permitted.

You agree to indemnify and hold harmless M&T from any loss for breach of this warranty provision or the terms of this section.

**15. Changes to MDS.** We reserve the right to terminate, modify, add and remove features from MDS at any time in our sole discretion. You may reject changes by discontinuing use of MDS. Your continued use of MDS will constitute your acceptance of and agreement to such changes. Maintenance to MDS may be performed from time to time resulting in interrupted service, delays or errors in MDS and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**16. Ownership and License.** You agree that M&T retains all ownership and proprietary rights in MDS, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of MDS, including the App. You may use MDS only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide MDS. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of MDS, in any manner contrary to the terms of this section, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

**17. Questions.** In case of questions or errors related to Mobile Deposit Service:

- Telephone us at 1-800-790-9130, or
- Write us at M&T Bank, P.O. Box 4627, Buffalo, New York 14240-4627

**18. M&T Flash Funds™.** M&T Flash Funds provides you with the option to make your mobile deposit immediately available for withdrawal. If a check you are depositing qualifies for M&T Flash Funds, you will be provided with the option to select between standard funds availability at no additional charge, or if you need the funds sooner, you can select M&T Flash Funds. There is a fee for each item that you select M&T Flash Funds to apply to. For fee information, please refer to Section N of this Agreement for the Digital Services Fee Schedule. The fee will be deducted from your account following the completion of your deposit.

In MDS, a date is reflected regarding "Standard Availability". This represents a date in which all of the funds from a deposited check are generally available for withdrawal for all uses (e.g., to withdraw at an ATM, to pay checks during nightly transaction processing). Some amounts from your MDS deposit may be available for withdrawal for all uses and/or available for some uses (e.g., to pay checks in nightly transaction processing) sooner than indicated by the "Standard Availability" date in MDS. Please keep that in mind when you choose whether to select M&T Flash Funds. Refer to your account disclosures for more information. Please note that while a deposit using M&T Flash Funds will be immediately available for withdrawal, if such deposit is made during nightly transaction processing, the funds will not be available to pay debit items that are processed during that period of time.

## H. Zelle® Service (for Personal Accounts)

This section sets forth the terms and conditions specific to the Zelle® Service offered through M&T Bank ("Zelle"). By enrolling in or using Zelle, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. If there is a conflict between other provisions in this Agreement and this section, this section shall control concerning issues pertaining to Zelle. In this section on Zelle, the terms "we," "us," "our," and "M&T" refer not only to M&T Bank or our affiliates, but also to independent contractors, designees, assignees, or our agents that we may at our sole discretion involve in the provision of Zelle.

We are participating in the Zelle Network, which will enable a convenient way to transfer money between you and others you trust who are enrolled directly with the Zelle Network or enrolled with another financial institution that partners with the Zelle Network (each, a "User") using aliases, such as email addresses or mobile phone numbers. Please note that Zelle is intended for use for transfers between you and parties you know and trust, such as friends and family. We will refer to financial institutions that have partnered with the Zelle Network, including M&T Bank, as "Network Banks."

The Zelle Network provides no deposit account or other financial services. The Zelle Network neither transfers nor moves money. You may not establish a financial account with the Zelle Network of any kind. All money will be transmitted by a Network Bank or other financial institution

**1. Your Representations on Authority and Use of the Service.** You represent that you have the authority to authorize debits and credits to the registered bank account. (A "registered bank account" is the Eligible Account (checking or savings account) that you designate for use with Zelle. Not all types of Eligible Accounts are allowed for Zelle transfers

and we reserve the right to decline the use of any Eligible Account as a registered bank account.) By using Zelle, you authorize us to access your registered bank account(s) to initiate and complete transfer transactions. You agree that you will not use Zelle to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, or gambling debts. Zelle may only be used for transfers to or from deposit accounts within the United States, in United States dollars.

Zelle is intended for personal, not business or commercial, use. You agree that you will not use Zelle to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use Zelle with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of Zelle if we believe that you are using Zelle for business or commercial purposes, or for any unlawful purpose. You agree that all transfers you initiate using Zelle are for your own account and not on behalf of another person.

- 2. Registering for the Service.** You must provide us with your email address that you regularly use and intend to use regularly or your U.S. mobile phone number that you intend to use for an extended period of time. You may register a maximum of three email addresses and three mobile phone numbers to associate with Zelle.

Once registered, you may:

- a. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- b. receive money from another User at that User's initiation.

- 3. Consent to Emails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the email address and/or mobile phone number you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address and/or mobile phone number to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from the Zelle Network, and from other Users that are sending you money or requesting money from you, regarding Zelle or related transfers between Network Banks and you. You agree that we may, the Zelle Network may, or either of our agents may send automated text messages to any mobile phone number you register. You further acknowledge and agree:

- a. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
- b. In the case of any messages that you may send through either us or the Zelle Network or that we may send or the Zelle Network may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that the Zelle Network sends on your behalf may include your name.
- c. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or the Zelle Network, including messages that you may send through us or through the Zelle Network or that we may send or the Zelle Network may send on your behalf.

- 4. Receiving Money; Money Transfers by Network Banks.** Once a User initiates a transfer of money to you, using your email address or mobile phone number, registered with Zelle, you have no ability to stop the transfer. By using Zelle, you agree and authorize us to initiate credit entries to the bank account you have registered.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, the Zelle Network and the other Network Banks, we may need or the Zelle Network may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, text, push notification).

- 5. Sending Money; Timing of Payments.** You may send money to another User at your initiation or in response to that User's request for money. You understand that use of Zelle by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you initiate a transfer of money, you will have no ability to stop it.

When you send money, the amount sent will generally be removed from your account immediately. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, the Zelle Network and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either the Zelle Network or a Network Bank, that person will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with the Zelle Network, or otherwise ignore the payment notification, and the transfer may not occur. In these cases, the money will be returned to the originating account fourteen calendar days after the transfer was initiated. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we block a payment that you have initiated, we will notify you in accordance with your User preferences (e.g., email, text message, or push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

- 6. Liability.** Neither we nor the Zelle Network shall have liability to you for any transfers of money using Zelle, including without limitation, any failure, through no fault of ours or the Zelle Network to complete a transaction in the correct amount, or any related losses or damages. Neither we nor the Zelle Network shall be liable for any typos or keystroke errors that you may make when using the Service.

ZELLE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER M&T BANK NOR ZELLE OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH ZELLE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT WE OR THE ZELLE NETWORK, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER TO WHOM YOU SEND MONEY, OR FROM WHOM YOU RECEIVE OR REQUEST MONEY, USING THE SERVICE.

You understand and agree that your relationship with each person to whom you send money or from whom you receive money is independent of us and your use of Zelle. We will not be responsible for any omissions or acts by these persons.

- 7. Send Limits.** There are limits on the amount of money you can send using Zelle. Standard Limits include: for customers using Zelle for the first time, the limit is \$1,400 within the first 24 hours.

On subsequent uses:

- a. For customers who have been enrolled in M&T Online Banking for less than or equal to 100 days, the limit is \$1,400 within any 24-hour period and the rolling thirty day limit is \$3,000.
- b. For customers who have been enrolled in M&T Online Banking for more than 100 days, the limit is \$2,500 within any 24-hour period and the rolling thirty day limit is \$10,000.

Higher limits may apply based on your banking relationship.

Federal regulations limit the number of electronic fund transfers from money market deposit and savings accounts (see [Section M20](#) for details). Each transfer from a savings or money market account at M&T using Zelle is counted as one of the limited transfers you are permitted for each calendar month.

- 8. Requests for Money.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor the Zelle Network guarantee that you will receive money from other Users by sending a payment request or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or send you an amount that is less than you request. If a User ignores your request, we may decide or the Zelle Network may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless M&T Bank and Zelle, their owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by the Zelle Network. Neither we nor the Zelle Network assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome.

- 9. Transaction Errors, Your Liability for Unauthorized Transfers, and Liability for Failure to Complete Transfers.** Please refer to Agreement [Section M](#) "General Provisions for Digital Services".

- 10. Fees.** Although we do not currently charge for payments using Zelle, we reserve the right to begin charging fees at any time. For fee information, please refer to [Section N](#) of this Agreement for the Digital Services Fee Schedule. In addition, please note that text, data charges or rates, or other charges may be imposed by your carrier or application provider. Check your carrier plan for details.

- 11. Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, THE ZELLE NETWORK MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE ZELLE NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. THE ZELLE NETWORK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED,

TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. ZELLE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE ZELLE NETWORK, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ZELLE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO ZELLE DESCRIBED OR PROVIDED, EVEN IF THE ZELLE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE NETWORK'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ZELLE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE ZELLE NETWORK, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

The above is in addition to the General Limitation on Liability in [Section M](#).

- 12. Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using Zelle, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless the Zelle Network, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use Zelle, or any violation by you of the terms of this Agreement

The above is in addition to the Your Conduct and Indemnity provision in [Section M](#).

### 13. Miscellaneous

- a. Subject to the terms of this Agreement, Zelle is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or the Zelle Network's control.
- b. Zelle-related alerts (emails, text messages, and app notifications) from us are also subject to Section J (Alerts Service) of this Agreement.

## I. Direct Connect

This section (also referred to as the Direct Connect Agreement) sets forth the terms and conditions specific to M&T's Direct Connect service (the "DCS"), which allows you to view account information and initiate payments and transfers through compatible personal financial management software installed on your computer. If there is a conflict with other sections of this Agreement and this section pertaining to DCS, this section shall control. In this section, "PFM Software" means personal financial management software compatible with M&T Online Banking. By enrolling in or using DCS, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information.

- 1. Fee.** Once you enroll, you agree to pay us a fee for DCS as set forth in our fee schedules and as may be changed from time to time. **For fee information, please refer to [Section N](#) of this Agreement for the [Digital Services Fee Schedule](#).**
- 2. Software Requirements.** To access DCS, you must have the Equipment and Software specified for M&T Online Banking. Additionally, you must have PFM Software compatible with M&T Online Banking. For Consumers, details regarding compatible PFM Software (and versions thereof) are available at <https://mtb.com/directconnectrequirements>. For businesses, details regarding compatible PFM Software (and versions thereof) are available at <https://mtb.com/businessdirectconnectrequirements>. In general, DCS is designed to work with current versions of PFM Software, subject to support by the vendor of the PFM Software. Unless otherwise noted, instructions on how to use PFM Software provided through M&T's Website are supplied by the manufacturer(s) of compatible PFM Software and the accuracy of such instructions has not been verified by M&T. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to PFM Software, and the inclusion of any reference to a particular brand of PFM Software in DCS is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any PFM Software. In no event will we be responsible for the information contained in such PFM Software or for your use of or inability to use such PFM Software. PFM Software access and use is at your own risk.
- 3. Your Use of the Direct Connect Service.** To the extent supported by your PFM Software, you may use DCS to obtain information regarding Eligible Accounts, pay select bills from an eligible checking account and transfer money between your Eligible Accounts subject to the following:

- a. Eligible Account information that you obtain through PFM Software generally does not include transactions that have posted to your account since the end of the prior Business Day.
- b. M&T does not review or have any control over the on-screen instructions, messages, prompts, menus or fields (collectively, "PFM Software Directions") displayed in or provided by or through the PFM Software. If these PFM Software Directions are in any way unclear, you should contact the manufacturer of your PFM Software for clarification.
- c. Except as provided in this section, bill payments and transfers of money initiated through your PFM Software are subject to the same limitations and restrictions (including cutoff and processing times) applicable to bill payments and transfers of money initiated through M&T Online Banking and M&T Online and Mobile Bill Pay service as described elsewhere in this Agreement. In addition to complying with the limitations and restrictions applicable to bill payments and transfers of money initiated through the M&T Online Banking services, to qualify for the reimbursement of the losses or Damages described in this Agreement, any bill payment or transfer of money initiated through the PFM Software must have been initiated in compliance with the PFM Software Directions and the failure to properly complete the bill payment or funds transfer must not have been caused in whole or in part by the PFM Software or the PFM Software Directions.
- d. Certain payment and transfer options and other functions available through the M&T Online Banking services may not be available through the PFM Software. In addition, information available directly through the M&T Online Banking services may not be available via the PFM Software, may be described using different terminology or may be more current than the information available via the PFM Software. The method of entering Instructions via the PFM Software may also differ from the method of entering Instructions directly through the M&T Online Banking services. We are not responsible for such differences, whether or not attributable to your use of the PFM Software.
- e. In the event that you wish to contact us via email regarding DCS or Eligible Accounts, you agree to do so via the secure internal electronic messaging service available through the M&T Online Banking services and not via any messaging feature available through the PFM Software.
- f. You agree to use DCS exclusively for lawful purposes. You acknowledge and agree that we own all rights in and to DCS. You are permitted to use DCS only as expressly authorized by this section.

DCS is integrated with M&T's Online Banking services, which are accessible through the Internet. Accordingly, after you submit an Instruction through your PFM Software, you can immediately log on to M&T Online Banking and/or the M&T Online and Mobile Bill Pay service and confirm M&T's receipt of that Instruction. You may also be able to cancel, edit or modify that Instruction through M&T Online Banking and/or the M&T Online and Mobile Bill Pay service, subject to the limitations on such actions set forth in this Agreement. Given that DCS is integrated with the M&T Online Banking services, we strongly recommend that you log on to the M&T Online Banking services and confirm any information obtained from or Instructions submitted through your PFM Software, particularly if you believe that such information is inaccurate or such Instructions were not properly submitted or processed. If you cannot confirm the information or Instructions through the M&T Online Banking services, you should contact us immediately.

- 4. Security of Your Account Information.** PFM Software accesses DCS using your confidential Access Codes and, as such, anyone with access to your PFM Software may also gain access to your account information. You agree to safeguard the computer or other device running your PFM Software by, for example, protecting it with a password. You also agree to immediately notify us if you become aware of any loss, theft or unauthorized use of the computer or device on which you have installed PFM Software. We reserve the right to deny you access to DCS (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of the PFM Software or the computer on which it runs has occurred. You understand that the manufacturer of your PFM Software is not under M&T's control and is not subject to M&T's Privacy Policy or information security procedures.
- 5. Changes to DCS.** We reserve the right to terminate, modify, add and remove features from DCS at any time in our sole discretion. You may reject changes by discontinuing use of DCS. Your continued use of DCS will constitute your acceptance of and agreement to such changes. Maintenance to DCS may be performed from time to time resulting in interrupted service, delays or errors in DCS and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.
- 6. Liability. WE SHALL NOT BE LIABLE FOR ANY ERROR THAT RESULTS FROM (A) OUR ACTING OR FAILING TO ACT ON INFORMATION TRANSMITTED TO US THROUGH YOUR PFM SOFTWARE THAT, WHEN DELIVERED TO US, IS ERRONEOUS, INCOMPLETE OR NOT COMPATIBLE WITH DCS OR THE M&T ONLINE BANKING SERVICES; (B) YOUR FAILURE TO PROPERLY USE THE PFM SOFTWARE OR TO FOLLOW THE PFM SOFTWARE DIRECTIONS; OR (C) YOUR RELIANCE ON UNCLEAR OR ERRONEOUS PFM SOFTWARE DIRECTIONS. SEE [SECTION M](#) FOR ADDITIONAL LIMITATIONS ON LIABILITY.**
- 7. Miscellaneous.** You agree not to resell DCS. You also agree to use DCS exclusively to access your own Eligible Accounts and not to access or to permit anyone else to access the accounts of your customers or other third parties.

## J. Alerts Service

**Alerts Service.** This section sets forth the terms and conditions specific to the Alerts Service. By enrolling in or using this service, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information. By use of any Digital Service, you are also agreeing to the terms of this section pertaining to Security Alerts. Through the M&T Online Banking services, we offer Security Alerts and Optional Alerts as described below. (We also offer special types of alerts through My Mortgage Info and the ACH and Wire Payment Digital Services, which are not subject to the "Alerts Service" terms described below.)

- 1. Security Alerts:** We automatically provide certain types of alerts ("Security Alerts") to customers enrolled in M&T Online Banking services. Security Alerts are notifications sent to you following certain types of important account activities or when certain changes are made to your Digital Services, Eligible Accounts, or related information (for example, a change in your email address, user ID, passcode, or irregular or otherwise potentially suspicious transactions using a card or Card Data associated with your Eligible Account). We send these types of alerts to you automatically. You do not need to enroll in or activate these Security Alerts.
- 2. Optional Alerts (for Personal Accounts):** We also offer certain optional alerts in which you may enroll ("Optional Alerts"). You can choose which Optional Alerts you wish to receive and are responsible for determining the variable criteria and options that govern each alert. We have no obligation to review or verify the criteria or options you set for any Optional Alert. If you wish, you can enable or disable an Optional Alert or modify any variable criteria or options for an Optional Alert from time to time.
- 3. Terms Applicable to All Alerts:** Both Security Alerts and Optional Alerts are subject to the following terms.

Although we offer many types of alerts, we do not provide alerts for every type of transaction or situation arising with respect to Eligible Accounts, your security or your online or mobile banking. For example, alerts for approved and declined card transactions cover only certain card purchases and withdrawals, not transfers made using a card. We may add new Security Alerts or Optional Alerts from time to time, or modify or cancel the availability of certain types of existing alerts. We will generally notify you when we modify or cancel alerts, but we do not have to do so. Please note that not all alerts are available for all account types.

Alerts may be sent to you via email, text message, app notifications within the mobile app, or other means we may make available. Not all types of alerts may be available for delivery via all delivery methods. Alerts sent by email will be sent to an email address you have provided. You must enroll your mobile phone number in order to be eligible to receive alerts through text message. The number and frequency of text message alerts you receive will depend on your accounts' settings and activity. You may discontinue receipt of text message alerts by unenrolling within Online or Mobile Banking, or by texting "STOP" to MTBANK (682265). You may enroll up to three mobile phone numbers to receive alerts via text messages. If your email address or your mobile phone number changes, you must correctly update that information in the M&T Online Banking service. Changes to your email address or a mobile device enrolled in Mobile Banking could impact your alerts.

Although we do not currently charge for alerts, we reserve the right to begin charging fees at any time. **For fee information, please refer to Section N of this Agreement for the [Digital Services Fee Schedule](#). In addition, please note that text, data charges or rates, or other charges may be imposed by your carrier or application provider in connection with alerts. Check your carrier plan for details.**

We provide alerts as a convenience to you for informational purposes only. Alerts are designed to be a helpful account management tool but they are not a substitute for other types of information, security and fraud precautions, and account management techniques, including, but not limited to, maintaining a check register, verifying your statements, and being aware of your outstanding payments and available balance. You are responsible for understanding the information provided in an alert and how that information relates to your particular account and situation (e.g., whether you will incur overdraft or insufficient funds fees based on the available or the total balance in your account, whether you have overdraft protection to cover a transaction, etc.). We do our best to provide alerts in a timely manner with accurate information but we do not guarantee the delivery or timeliness of any alert or the accuracy of the contents of any alert, whether you are within or outside the United States. You understand that information reflected in an alert may be reflected on our systems and records at a different time (earlier or later) than the time we delivered the alert and that certain transactions or triggers may result in the generation of more than one alert, each of which may be delivered at different times. You acknowledge and agree that delivery of an alert may be delayed, misdirected or prevented by a variety of factors, including factors outside our control (e.g., unavailability of mobile or email service, settings such as "do not disturb" times) and our technical and administrative processes (e.g., for system maintenance and processing customer Instructions). We shall not be liable for any losses, missed opportunities or other Damages incurred by you due to the delay in delivery, non-delivery, duplicate delivery, inconsistent delivery or misdirected delivery of an alert or type of alert, for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert. Wireless carriers are not liable for delayed or undelivered messages.

Because alerts are not encrypted, we will not include your passcode or full account number in an alert. However, alerts may include your name, mobile phone number, account nickname and some information about your accounts and activity. Depending upon which alerts you select, information such as your account balance or transactional data may be included. Anyone with access to your email or mobile device(s) will be able to view the contents of these alerts. You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted and can be accessed, used, or misappropriated by unintended third party recipients.

You acknowledge and agree that, although the primary purpose of alerts is to provide transactional and relationship messages, alerts also may sometimes include some marketing or other content and you agree to receive this marketing and other content.

## K. M&T Money Smart Service (Personal Accounts)

This section contains the terms and conditions for your use of online personal financial management tools and services that we may provide you and that involve accessing non-M&T Bank account information ("M&T Money Smart"). By enrolling in or using M&T Money Smart, you agree to be legally bound by this section as well as the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information.

- 1. M&T Money Smart.** M&T provides the ability to aggregate information from several types of third-party, non-M&T, accounts and services as well as applicable M&T accounts. When you permit M&T to aggregate external information on your behalf, it will be made available to you and may be incorporated into other tools made available by M&T. Depending on the type of account and/or information aggregated, your ability to manage those external accounts from the M&T website or mobile app may vary. M&T may retain one or more independent services providers ("service providers") to provide M&T Money Smart or any portion of M&T Money Smart.
- 2. Providing Accurate Information.** You represent and agree that all information you provide to M&T in connection with M&T Money Smart is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information up to date and accurate. You represent that you are a legal owner or authorized user of the accounts at third party sites which you include or access through M&T Money Smart, and that you have the authority to (i) designate us as your agent, (ii) use M&T Money Smart, and (iii) give us the passwords, usernames, and all other information you provide.
- 3. Content You Provide.** Your use of M&T Money Smart is your authorization for M&T or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to M&T and its service providers any information, data, passwords, usernames, PINs, personally identifiable information or other content you provide through M&T Money Smart. You authorize us or our service providers to use any information, data, passwords, usernames, PINs, personally identifiable information or other content you provide through M&T Money Smart or that we or our service providers retrieve on your behalf for purposes of providing M&T Money Smart, to offer products and services, and for permissible M&T business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
- 4. Power of Attorney.** You grant M&T and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you.

For all purposes hereof, you hereby grant M&T and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful power of attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, and subject to the M&T Privacy Policy and applicable law, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

You understand and agree that M&T Money Smart is not sponsored or endorsed by any third party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN M&T OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.

- 5. Non-M&T Accounts.** With respect to any third party sites we may enable you to access through M&T Money Smart or with respect to any non-M&T accounts you include in M&T Money Smart, you agree to the following:
  - a. You are responsible for all fees charged by the third party in connection with any non-M&T accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this section does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-M&T account, you agree to direct these to the account provider.
  - b. Any links to third party sites that we may provide are for your convenience only, and M&T does not sponsor or endorse those sites. Any third party services, which you may be able to access through M&T Money Smart, are services of the listed institutions. We have no responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We are not liable for any damages or costs of any type arising out of, or in any way connected with, your use of the services of those third parties.
- 6. Limitations of M&T Money Smart.** When using M&T Money Smart, you may incur technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of M&T Money Smart is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We reserve the right to change, suspend or discontinue any or all of M&T Money Smart at any time without prior notice. Any third-party account you connect to M&T that represents currency values in foreign currencies may not display correctly. M&T advises you to only add accounts

denoted in US Dollars. Tools, dashboards, and summaries that rely on external data may not accurately present information to you if you add foreign currency accounts.

**7. Changes.** This section is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised terms. Your continued use will indicate your acceptance of the revised terms. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Privacy.** M&T will protect and share your information as described in the [M&T Privacy Policy](#).

For your security, when you provide login credentials for non-M&T accounts, such credentials are only retained when necessary. This login information is encrypted and is not readable by M&T or its service providers.

Non-M&T account information may be used by M&T to provide M&T Money Smart, to offer products and services and for other permissible M&T business purposes in accordance with the M&T Privacy Policy.

You can delete a non-M&T account from M&T Money Smart at any time. Such deletion will not affect information or content retrieved prior to that deletion.

**9. Ownership.** You agree that M&T retains all ownership and proprietary rights in M&T Money Smart, associated content, technology and website.

**10. User Conduct.** You agree not to use M&T Money Smart or the content or information delivered through M&T Money Smart in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of M&T Money Smart to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for M&T or cause us to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use M&T Money Smart in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless M&T, its third party service providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of M&T Money Smart, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**12. Disclaimer of Warranties.** YOU AGREE YOUR USE OF M&T MONEY SMART AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF M&T MONEY SMART, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) M&T MONEY SMART WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM M&T MONEY SMART WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH M&T MONEY SMART WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN M&T MONEY SMART OR TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF M&T MONEY SMART IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM M&T OR ITS SERVICE PROVIDERS THROUGH OR FROM M&T MONEY SMART WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**13. LIMITATION OF LIABILITY.** YOU AGREE THAT M&T AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE M&T MONEY SMART AT OUR WEBSITE OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM M&T MONEY SMART, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON M&T MONEY SMART, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER'S SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO M&T MONEY SMART.

**14. Fees.** Although we do not currently charge for M&T Money Smart, we reserve the right to begin charging fees at any time. For fee information, please refer to Section N of this Agreement for the Digital Services Fee Schedule.

**15. Suspension of Access.** M&T reserves the right to limit your access to M&T Money Smart for violation of these Terms or for any other reason at M&T's discretion.

## L. M&T Bank BizPay: ACH and Wire Payment Digital Services (Business Accounts)

M&T offers Automated Clearing House (ACH) and Wire Payment services through the Online Banking for Business platform with respect to certain Business Accounts ("M&T BizPay"). (Note that we also offer commercial ACH and Wire Payment services through commercial platforms that are not Digital Services and are subject to separate agreements.) The specific terms and conditions for M&T BizPay are set forth in the addenda for such services, which are incorporated herein and made a part hereof. By enrolling in or using these services, you also agree to be legally bound by the other applicable terms of the M&T Digital Services Agreement. Please see [Section A2](#) for more information.

M&T BizPay allows you to request that we initiate an ACH or wire transfer from one of your Eligible Accounts (checking accounts) held at M&T that is qualified for the M&T BizPay Services to an account at M&T Bank or another financial institution in the United States.

## M. General Provisions for Digital Services

The following general provisions apply to all Digital Services, unless otherwise stated.

- 1. What Law Applies.** This Agreement shall be governed by the laws of New York State without regard to its conflict of law provisions and, to the extent required, by federal law.
- 2. Force Majeure.** In no event will M&T be liable to you for any Damages, default, or delay in performance arising out of or related to this Agreement or the M&T Digital Services to the extent such Damages or the default or delay is caused by circumstances beyond our control, including civil disorders; wars; terrorism; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical failures; denial of service attack; postal delays or strikes; virus or other malware; fires; floods; acts of God; federal, state or municipal actions, statutes, ordinances, or regulations.
- 3. Authorization.** You authorize us or our agents and service providers to take on your behalf any action necessary to complete any transaction initiated through the Digital Services. This authority includes, without limitation, the withdrawal of funds from any of your accounts or obtaining of a loan under any of your loan accounts effective as though you had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.
- 4. International Access.** The M&T Digital Services may contain software and/or other technology that is subject to United States (U.S.) export controls. You agree that you will comply with such export controls. You agree not to use Digital Services in any jurisdiction outside of the United States where use of the Digital Services would be in violation of applicable law, including sanction-related laws of the United States of America. For more information, please refer to the United States Office of Foreign Assets Control Internet site and other United States government sites pertaining to sanctions and trade restrictions.
- 5. Entire Agreement, Waiver.** This Agreement is the final and complete agreement between you and M&T concerning the M&T Digital Services and supersedes prior agreements, oral or written, or other communications between you and us related to the M&T Digital Services, including any marketing or other similar materials. Captions are for reference purposes only. If any provision or part of this Agreement is determined by a court of competent jurisdiction or applicable regulatory agency to be invalid, the part or provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. We may waive, or delay exercising, any of our rights under this Agreement without notifying you. Such waiver or delay will not affect any other rights we may have. The waiving of any of our rights on any occasion shall not be deemed to be a waiver of such rights in the future. This Agreement may not be amended by course of dealing. You agree that a copy of this Agreement and/or evidence that you entered into the agreement online, kept in the normal course of our business, may be entered in evidence as an original. Except as otherwise indicated in the Agreement, no third party shall be a beneficiary of this Agreement.
- 6. Amendment.** Except as otherwise required by law, rule, regulation, or this Agreement, M&T may change the terms of this Agreement (including fees) from time to time and at any time. When material changes are made, we may notify you by mail, through Internal Electronic Messaging and/or by posting the amendment at the M&T Online Banking Website. We will update the Agreement on the M&T Online Banking Website on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain the security of the system or unless a law, rule or regulation requires that the change be made at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of our system, this Agreement will be updated within thirty (30) days after the change. You may choose to accept or decline changes by continuing or discontinuing the use of the M&T Digital Services. Your continued use of the M&T Digital Services shall constitute your acceptance of the amended Agreement.
- 7. Assignment.** We may assign our rights and delegate our duties under this Agreement to any of our affiliates or any other party. You shall not assign this Agreement or your rights hereunder, voluntarily or involuntarily, by operation of law (e.g., a merger) or in any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.
- 8. Customer Service.** If you have questions about the Digital Services, please contact our Customer Service Center:
  - Telephone us at: 1-800-790-9130.
  - Write us at: M&T Bank, P.O. Box 4627, Buffalo, New York 14240-4627.
  - Communicate with us through Internal Electronic Messaging.

## 9. Cancellation.

- a. **Cancellation of Services and Instructions.** You can cancel the M&T Digital Services at any time by notifying us in writing at the address, or calling us at the telephone number, for the Customer Service Center as stated in this Agreement. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. If you cancel, we will not refund any fee you have paid for any Digital Service during the cycle in which you cancel.

We reserve the right in our sole discretion to refuse to honor an Instruction or suspend, cancel or terminate your access to the Digital Services, in whole or in part, at any time, with or without cause, including, without limitation (i) upon ten (10) Business Days' notice to you (unless longer notice is required by applicable law), by internal or external email, US mail or posting on the Website, or (ii) without notice, if:

- i. We have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information;
- ii. We believe the Digital Services are not being used for their intended, bona fide and lawful purposes under this section and the Agreement or any of our policies, procedures or practices;
- iii. We have reason to believe the Digital Services are being used in an anti-competitive manner or contrary to M&T's business interests;
- iv. Your account is closed or access to your account is restricted for any reason;
- v. You do not access or process any transactions for the M&T Online Banking services for any three (3) month period;
- vi. You or any of the Eligible Accounts are subject to the automatic stay in bankruptcy; or
- vii. Due to a change in law, regulation, or regulatory directive or guidance.

Any cancellation, termination or refusal, whether or not described above, by us will not affect your liability or obligations under this section for actions we have taken on your behalf, or this Agreement or any other agreements you have with us. Further, we reserve the right to cancel the M&T Online and Mobile Bill Pay service, the Bank to Bank Transfer service and the Mobile Deposit service without notice if you do not schedule or process a payment, transfer or deposit, respectively, for any three- (3-) month period.

Once the cancellation by you or us takes effect, we will not complete any transaction initiated through the M&T Online Banking services (for example, any order to transfer funds or any pending or recurring M&T Online and Mobile Bill Pay transaction). The cancellation by you or us will not affect any of your obligations under this Agreement.

- b. **Cancellation of Receipt of Text Messages.** You may cancel receipt of future text messages related to all M&T text messaging services (e.g., text message alerts related to the Zelle and Alerts Services) by texting "STOP" to MTBANK (682265). For help or information regarding text messaging, send HELP to MTBANK (682265). You expressly consent to receipt of a text message to confirm your "STOP" request.

- 10. Notices and Change of Address.** Any notice we send you concerning this Agreement or the Digital Services may be sent: (i) to the primary external email address you provided to us in connection with the Digital Services; (ii) using Internal Electronic Messaging; or (iii) to your current mailing address shown in our records. If your mailing or external email address changes, you must promptly notify us in writing of the new address.

- 11. Electronic Messaging.** External email sent over the Internet is not a secure method to send messages to us. We have, therefore, provided secure internal electronic messaging forms after you have signed onto the Digital Services platform for you to communicate with us ("Internal Electronic Messaging"). You should only communicate with us about the Digital Services via this Internal Electronic Messaging. If we receive any Internal Electronic Message you send between 12:00 a.m. (midnight) and 3:00 p.m. ET on any Business Day, we will generally review the Internal Electronic Message on that Business Day. If we receive the Internal Electronic Message on any Business Day after 3:00 p.m. ET or on a Saturday, Sunday or federal holiday, we will generally review the Internal Electronic Message on the next Business Day. Please note that we will not have to take any action based on any Internal Electronic Message sent to us until we receive it and have a reasonable time to act on it. In any event, we strongly recommend that you do not use Internal Electronic Messaging to communicate URGENT information (for example, a report of a lost or stolen card or a report of an unauthorized transaction involving a deposit or credit account) or matters unrelated to the Digital Services.

You agree that M&T may, but is not required to, send to you certain account messages or alerts to one of the external email addresses you provide (e.g., JCustomer@gmail.com). The messages or alerts may contain confidential information (for example, that your bill payment was unsuccessful due to insufficient funds). Although M&T does not include information such as full account numbers or Social Security numbers in these communications, you acknowledge that there is a risk of unauthorized access associated with these messages and alerts because the email is not private or secure.

Email Address Maintenance. It is your responsibility to notify us if you change any of the external email addresses (e.g., JCustomer@gmail.com). You agree to update your M&T Online Banking profile if you change your email address. You may change your email address by going to the M&T Online Banking Settings and Support tab, clicking "My Profile," then making your update.

- 12. General Limitation of Liability. M&T IS ONLY RESPONSIBLE FOR PERFORMING THE DIGITAL SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE DIGITAL SERVICES WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO**

**ACCESS THE DIGITAL SERVICES. THE DIGITAL SERVICES ARE PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE DIGITAL SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS.**

**IN NO CASE SHALL M&T OR ANY OF OUR SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, THE FW SOFTWARE, THE PFM SOFTWARE, THE EQUIPMENT OR THE DIGITAL SERVICES WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE EXPLICITLY REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT ("EFTA") AND THE EFTA'S IMPLEMENTING REGULATION E OR OTHER APPLICABLE LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, M&T'S AND OUR SERVICES PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

### **13. Your Liability for Unauthorized Transfers. (Personal Accounts)**

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: If you perform transactions from a home equity line of credit or other mortgage account, another credit account, or investment account, please see the agreements and disclosures for those accounts for information about your liability for unauthorized charges or other errors, or for questions relative to those accounts.

**a. Your Liability for Unauthorized Transfers or Payments:** Tell us AT ONCE if you believe your Access Codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission from any of your Personal Deposit Accounts. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum overdraft line of credit, credit card or the balance in any other account connected to your account for overdraft protection, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access Codes without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using Access Codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

**b. Contact in the event of unauthorized transfer:** If you believe that your Access Codes have been lost or stolen or that someone has made payments, transferred, or may transfer money from your Personal Deposit Account without your permission, notify us at ONCE by:

- Telephoning us at: 1-800-790-9130
- Writing us at: M&T Bank, P.O. Box 4627, Buffalo, New York 14240-4627, (OR)
- Communicating with us through Internal Electronic Messaging.

### **c. Our Liability for Failure to Complete Certain Transactions.**

If we do not properly complete a transfer to or from your Personal Deposit Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or Damages. (*This liability is in addition to the payment guarantee for bill payments*). However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, on the date a transfer was to be made or on the Withdrawal Date for a payment scheduled through M&T Online and Mobile Bill Pay: (i) you did not have sufficient available funds in the account and the transfer or payment would exceed any credit line or available balance in any other overdraft protection account, (ii) the account is closed, or (iii) the money in the account is subject to hold or a court order restricting its removal or is the subject of a dispute.
- Your account with the payee of an M&T Online and Mobile Bill Pay was not in good standing, the information you provide to us about the intended payee was incorrect, the payee fails to properly credit

any payment that we make, or the payee fails to cash a payment check within the time period we establish for cashing checks, or it rejects an electronic transfer.

- The third party holding an external account associated with a transfer or payment to or from an Eligible Account mishandles or delays processing, sending or posting a transfer or payment.
- You failed to properly follow the instructions for the use of the Digital Service used for the payment or transfer, or you did not comply with the terms of this Agreement.
- We, in good faith, believe that the Instruction was given without your authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor an Instruction for your or for our protection.
- The Digital Services or your Equipment or Software was not working properly and you knew about the breakdown when you began the request for the payment or transfer.
- The failure to make the transfer or payment is justified by any provision of this Agreement, any provision of any other agreement between you and us concerning any of your accounts, or by applicable law.
- Circumstances or persons beyond our control prevent or delay the making of the payment or transfer, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, failure of any funds transfer system, denial of service attack, telecommunication outages, civil disorder, acts of war, terrorism, postal delays, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

Note, specific services or sub-services under this Agreement may list additional exceptions to our liability for that service context.

#### 14. Error Resolution Notice. (Personal Accounts)

This section applies to Personal Accounts that are deposit accounts (referred to in this section as "Personal Deposit Accounts").

NOTE: Please see the agreements and disclosures for home equity lines of credit or other mortgage accounts, other credit accounts or investment accounts for information about unauthorized charges or other errors, or for questions relative to those accounts.

In Case of Errors or Questions About your Electronic Transfers Telephone us at:

**1-800-790-9130**

Write to us at:

**M&T Bank, P.O. Box 4627, Buffalo, New York 14240-4627**

(OR)

Communicate with us through Internal Electronic Messaging.

Contact M&T as soon as you can if you think that your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### 15. Dispute Resolution

Note: For Consumer Accounts, if you notice an error regarding an electronic fund transfer or an unauthorized electronic fund transfer on your deposit account related to Digital Services, please also refer to [Section M13](#) and [M14](#).

- a. Any disputes between you and M&T concerning or involving a transaction or Digital Service relating to an Eligible Account are controlled by the dispute resolution process and provisions (including arbitration provisions and your elections with respect thereto, when applicable) in the agreements for the Eligible Account(s) involved in or connected to the transaction(s) or Digital Services to which the dispute relates. Examples of transactions or Digital Services relating to an Eligible Account include, but are not limited to, payments made from your deposit account using M&T Online and Mobile Bill Pay, transfers between accounts or to pay a loan, Alerts relating to an Eligible Account, and Statements and Notices relating to an Eligible Account.

If a dispute involves more than one Eligible Account and those accounts are governed by different agreements (e.g., a transfer from your checking account to an M&T loan), the dispute resolution process and provisions (including arbitration provisions and your elections with respect thereto, when applicable) are controlled by:

- i. the deposit account agreement applicable to your primary M&T checking account (or the agreement applicable to any other M&T deposit account if you do not have an M&T checking account); or
  - ii. if you do not have a deposit account with M&T, the agreement governing the Eligible Account involved in the dispute that was opened or originated first in time.
- b. The terms and process for resolving any other dispute between you and M&T relating to the Digital Services or this Agreement are controlled by the dispute resolution provisions (including arbitration provisions and your elections with respect thereto, when applicable) in the following account agreements:
- i. the deposit account agreement applicable to your primary M&T checking account (or the agreement applicable to any other M&T deposit account if you do not have an M&T checking account); or
  - ii. if you do not have a deposit account with M&T, the agreement governing the Eligible Account involved in the dispute that was opened or originated first in time.

Examples of these other types of disputes may include, but are not limited to: (a) a dispute that does not involve a transaction or Digital Service relating to an Eligible Account (such as a dispute relating generally to this Agreement, including your acceptance of its terms, or to a general security matter); and (b) a dispute relating to a Digital Service that is not directly tied to an Eligible Account (such as Alerts relating to changes in your Digital Services relationship, e.g., changes in your e-mail address or password).

- c. Notwithstanding subsections a. and b. above, in any dispute arising out of a Home Equity Line of Credit (HELOC) or Mortgage transaction, the agreement governing the Home Equity Line of Credit (HELOC) or Mortgage loan will govern the dispute.
- d. Please refer to Eligible Account documentation for applicable dispute resolution provisions. If you do not currently have a copy of Eligible Account documentation, please ask us for a copy.

## 16. Customer Requests and Error Resolution Notice and Procedures (Mortgage Accounts).

- a. **General Questions:** If you have general questions about your mortgage account or the servicing of your mortgage loan(s), you may call M&T at **1-800-724-2224**. Depending on the question(s) you have, you may be advised of the need to send your question or complaint in writing addressed to M&T as set forth below.
- b. **Notices of Error or Requests for Information:** If you are notifying M&T of a Notice of Error or Request for Information, you must send such a notification to M&T addressed as follows:

**M&T Bank, P.O. Box 62986, Baltimore, MD 21264-2986**

M&T will acknowledge any **Notice of Error** or **Request for Information** received at the above address within 5 business days of receipt. We will promptly commence our review of your mortgage account and respond to your notification within the time frame required by law. If we determine an error occurred relating to your mortgage loan, we will correct any error promptly and will provide you a written explanation. If our review indicates that no error occurred we will also notify you. You may ask for copies of the documents that we used in our review.

- c. **Customer Complaints and Inquiries:** If you have a specific complaint or inquiry about the servicing of your mortgage loan, please direct such a complaint or inquiry to M&T at the following location:

**M&T Bank  
Lending Services, Customer Support  
P.O. Box 1288  
Buffalo, NY 14240-1288**

## 17. Customer's Liability. (Business Accounts)

Regarding Business Accounts, Customer authorizes us to act upon, and Customer agrees to be bound by, any Instruction, whether or not actually authorized, effected by the use of the Access Codes, without further inquiry and we shall have no liability for unauthorized Instructions or other use of the Digital Services under this Agreement effected by the use of such Access Codes, unless otherwise required by law. Customer agrees that use of the Access Codes and the procedures set forth in this Agreement are commercially reasonable security procedures for all purposes, including for purposes of Article 4A of the Uniform Commercial Code (UCC 4A), to verify the authenticity of any Instruction. Customer has the sole responsibility for maintaining the security at Customer's website, within Customer's organization, and of the Access Codes and similar elements of security procedures. We are liable only for Damages required to be paid under UCC 4A. Customer agrees to implement any other authentication or security procedures we establish from time to time. **IN NO EVENT WILL WE HAVE ANY LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY UNAUTHORIZED INSTRUCTION, INCLUDING ANY PAYMENT, TRANSFER OR STOP PAYMENT ORDER, MADE USING THE ACCESS CODES THAT OCCURS BEFORE CUSTOMER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** In addition to Customer's obligations under Section M12 and elsewhere in this Agreement, Customer further agrees to defend, indemnify, and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with this Agreement or the acts of any third party. Your obligations under this section shall survive termination of this Agreement.

#### **18. Limitation on Our Liability. (Business Accounts)**

For Business Accounts, we only will be responsible for performing the Digital Services as expressly stated in this Agreement and the Guide. Except as set forth in this Agreement, we will not be liable for Damages arising out of or related to this Agreement or the Digital Services, except for Damages that arise or directly result from our gross negligence or intentional misconduct. In no event shall our total liability for Damages exceed the total fees Customer paid in the 6 months prior to the date of any claim.

In executing a payment order, M&T is entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the payment order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). M&T is not liable for any loss arising in connection with a payment order that is made to the incorrect recipient due to an error in the recipient account number or recipient institution identifier provided in the payment order (even if the payment order had the correct account name or recipient institution name). If Customer provides an incorrect recipient account number or recipient institution identifier, Customer could lose the payment order amount.

M&T is not responsible for detecting any error in an Instruction provided to M&T by Customer or its Administrator or Authorized Users (including any payment order). Client is solely responsible for the accuracy and completeness of any such Instructions.

#### **19. Customer Warranties.**

Now and during the term of this Agreement, Customer (a) represents and warrants that Customer has the power and authority to enter into this Agreement; (b) covenants that Customer shall comply with all applicable federal and state laws and regulations; (c) shall report any unauthorized transaction or other Instruction to us by telephone as soon as possible after learning of such unauthorized transaction, and provide a written report promptly, but in no event later than timeframes specified in the applicable agreement for the Eligible Account to which the unauthorized transaction relates, or in the case of Personal Deposit Accounts as provided in this Agreement; and (d) shall assist us, as necessary, in our efforts to recover any misdirected funds and otherwise comply with Customer's payment or fund transfer Instructions. If we cause an incorrect amount of funds to be credited to Customer's account or to be posted to Customer's loan account, or paid to a Payee, Customer agrees that we may take any action appropriate to correct the error and prevent Customer from being unjustly enriched.

#### **20. Limitations on Transfers and Use of Digital Services.**

In addition to the transaction and other limitations specified elsewhere in this Agreement, the following limitations apply:

- a. **Excessive Transfers Out of a Savings or Money Market Deposit Account.** Federal Reserve Regulation D limits the total number of transfers out of a savings or money market deposit account made by check, telephone, Online Banking, Mobile Banking, and overdraft protection transfers, as well as preauthorized transfers (including debit card purchases, automatic transfers and wire transfers) to six per calendar month. Regarding M&T Online Banking and M&T Mobile Banking, internal transfers from your money market deposit accounts or savings accounts to pay your M&T loans are not counted towards this limit. M&T Bank may impose an excess activity fee for each transaction exceeding these limitations. See product disclosures and applicable account fee schedules for details.
- b. **Security Limitations.** For security reasons, there are limits on the number of transfers you can make using Digital Services.
- c. **Geographic Limitations.** Use of Digital Services may be restricted or limited in some jurisdictions outside the United States.
- d. **Internet Gambling.** M&T Bank reserves the right, but not the obligation, to reject any transaction involving Internet gambling.

#### **21. Information Sharing.**

We will disclose information to third parties about your accounts or the transfers you make:

- a. That we believe is necessary to document or complete transactions, or
- b. To investigate possible unauthorized transaction(s), or
- c. To resolve errors or claims, or
- d. In order to verify the existence and condition of your Account for a third party, such as a credit bureau, another financial institution or merchant, or
- e. In order to comply with government agency or court orders, or
- f. If you give us your written permission.

In addition, to the extent permitted by law, we may disclose information to third parties; for example, to initiate transactions and for anti-fraud purposes.

Please refer to the following sub-section on Privacy for additional information.

## **22. Privacy.**

For Consumers, disclosure of information about you and your accounts and transactions is governed by M&T's Privacy Policy, as it may be amended from time to time.

For Businesses, we will generally treat Customer's transactional information and data (that are not otherwise in the public domain) as confidential; provided, however, that, notwithstanding the foregoing, Customer agrees and acknowledges that we may be required to disclose information and data concerning certain kinds of transactions under federal and state law (including, for example, court orders) and, furthermore, that we may, under certain circumstances, disclose certain information and data to our affiliates, agents, contractors, vendors or other parties that perform certain functions in connection with certain products and services that we offer to you or to other customers, including (without limitation) Digital Services.

Subject to Section M26 ("Third Party Services and Websites"), use of Digital Services is also subject to M&T Bank's Internet Privacy Policy, M&T's Mobile Privacy Policy, and the M&T Bank Internet Site's Terms of Use. However, to the extent that, using the Digital Services, you enter and use the My Mortgage Info feature, you will be entering a website owned and operated by our third-party service provider, Black Knight Financial Services, a Fidelity National Financial Inc. ("FNF") company. FNF maintains its own privacy statement, which is linked on My Mortgage Info. The FNF privacy statement applies to FNF's collection, use and protection of your information while accessing or using My Mortgage Info.

**23. Account Statements.** In addition to making information about your Eligible Accounts available through the Digital Services, we will continue to mail or otherwise deliver periodic statements for your Eligible Account(s) with the regularity provided for the relevant account agreements. In addition to reflecting your other account activity, your statements will include any M&T Online and Mobile Bill Pay payments, funds transfers completed through the M&T Online Banking services or Bank to Bank Transfer services and transactions completed through My Mortgage Info.

**24. Eligible Account Information.** Although we strive to provide accurate and current information about your Eligible Account(s), information we provide using Digital Services may not be provided on a real-time basis and therefore there may be a delay between the time in which a transaction occurs and when it appears on your Eligible Account as reflected in Digital Services. We are not liable or responsible for problems you may experience due to inconsistencies or delays in information being reflected on your Eligible Accounts within Digital Services.

## **25. Administrator and Authorized Users.** (for Businesses)

The following applies to Business Accounts using Digital Services.

- a. **Responsibilities and Designation.** Customer agrees to have a duly authorized Administrator at all times. The initial Administrator is the individual who enrolls a Business for the Digital Services. That person must be an authorized signer (or, for Business Credit Card accounts, a cardholder) on ALL Eligible Accounts enrolled in the Digital Services. Subsequent Administrators may be designated by an individual authorized to transact business on Customer's behalf, including by any authorized signer on an Eligible Account. Such designations may be made in any manner acceptable to us (e.g., by telephone or in a branch). Any Eligible Account on which the new Administrator is not an authorized signer will be removed from the Digital Services. In addition, any personal accounts that an Administrator has enrolled in the Digital Services relationship for the Customer will be removed from the Digital Services when that Administrator is removed.

Customer authorizes the Administrator to have full authority and control over its Digital Services, including, among other matters, to (i) receive, maintain and distribute all Access Codes; (ii) set up Authorized Users on the Digital Services; (iii) assign and delegate Digital Services privileges and restrictions to Authorized Users based on Customer's business needs and requirements including, without limitation, access to use particular Digital Services, account access, initiation access, initiation approval levels, and transaction initiation capabilities; (iv) designate another to be a successor Administrator who will thereafter possess the Administrator's capabilities; (v) include his or her own accounts in the Digital Services relationship for the Customer and (vi) utilize all other

- functions provided via the Digital Services. The Administrator, on behalf of Customer, is responsible for ensuring that each Authorized User maintains confidentiality of his or her Access Codes.
- b. **Internal Disagreement or Vacancy in Administrator Role.** If we become aware of an apparent vacancy in the role of Administrator, or are notified of, or otherwise become involved in, a disagreement concerning the appropriate individual to be the Administrator, the designation of an individual to be an Authorized User or some other Customer internal matter that affects the provision of the Digital Services, we may notify either or both Customer and the individual designated as the Administrator and request that it be resolved. In such situations, we, in our sole discretion, may continue to provide the Digital Services, suspend all or some of the Digital Services, or suspend the ability of an Authorized User or the Administrator (as the case may be) to have access to all or any part of the Digital Service(s) pending (a) Instructions from an individual authorized to transact business on Customer's behalf; (b) adequate resolution of such Customer internal disagreement (e.g., by court order or agreement by disagreeing parties); or (c) order of a court. We may request such supporting documentation, as we deem necessary.
  - c. **Delegation of Authority.** The Administrator may designate the individuals to be Authorized Users. Customer grants to Authorized Users all authority designated or delegated by Administrator to such Authorized Users, including the authority to initiate Instructions, perform other activities, and enroll in M&T Mobile. Such authority shall continue to be effective until and unless Customer gives written notification to us that such authority has been revoked or the Administrator removes the individual as an Authorized User from the "Settings and Support," "Manage Users" section of the M&T Online Banking services or as otherwise permitted by us and we have had a reasonable period of time to react to such revocation. If an Authorized User is removed, any future or recurring payments scheduled by that Authorized User will not be processed, even if those payments continue to appear as scheduled to occur in the future. Therefore, either the Administrator or another Authorized User must reschedule any of those payments that should be made.
  - d. **Reliance on Instructions.** We may act on any Instruction of the Administrator or any Authorized User, (whether or not Customer actually wanted those Instructions) until we have received and had a reasonable time to act on written notice from the Administrator or individual authorized to transact business on Customer's behalf re-assigning the authority of such party. Customer agrees that it is solely responsible for those Instructions and corresponding transactions and actions. The Administrator and Authorized User authority, and our right to rely on Instructions from Administrator and Authorized User, exists notwithstanding any contrary Instruction on any signature card for the Eligible Accounts or elsewhere regarding authorized representatives or minimum number of signatures required in accordance with an Instruction. Customer releases M&T from all Damages for honoring all Instructions from such Administrators and Authorized Users.
  - e. **Agent of Customer.** Customer represents and warrants that the Administrator and each Authorized User will be acting as Customer's agent on Customer's behalf, will be bound by this Agreement and any other agreement governing the Eligible Accounts, and is fully authorized by Customer to act based on the rights the Administrator has or delegates to an Authorized User. The Administrator and each Authorized User appointed by an Administrator will be considered to be authorized by all owners of the Eligible Accounts.
  - f. **Representations and Warranties.** Customer further represents, warrants, and agrees that: (i) Authorized User may not further delegate online authority to other persons to issue Instructions or make transactions on that Eligible Account; and (ii) Authorized User will access and use the account in accordance with the authority given by the Administrator. Each time Authorized User provides an Instruction on an Eligible Account, Customer represents and warrants to M&T that Authorized User's action is authorized by the Administrator and the owner of the Eligible Account. If we receive conflicting Instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of Authorized User, we may at our sole discretion terminate or block access by such Authorized User, without prior notice to Authorized User, the Administrator or any owner of the Eligible Account.
  - g. **Termination of Authorized User Authority.** The authority of an Authorized User will terminate: (i) when we are notified to terminate that authority as outlined above; (ii) in the case of sole-proprietor Business Accounts, upon our receiving written notice of the death or incapacity of the owner of the Eligible Account from a court of competent jurisdiction or from a source that we consider official and reliable; or (iii) at our sole discretion if the Administrator, Customer, the owner of the Eligible Account or Authorized User breaches any provision of this Agreement.

## 26. Third Party Services and Websites.

In connection with your use of Digital Services, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not M&T Bank, is responsible for the performance of the Third Party Services.

The Digital Services may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the software or Digital Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we

be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms, privacy policies, and security policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Notwithstanding the above, in connection with your use of My Mortgage Info, you are hereby made aware that this is a Third Party Website (defined below) not within our control. The link to My Mortgage Info is provided as a convenience only. You agree that the third party provider of My Mortgage Info, and not M&T Bank, is responsible for the performance of that Site. While M&T is responsible for the data that is exhibited on that Site, M&T is not responsible for how this data is displayed. M&T does not review, approve, monitor, endorse, warrant or make any representations regarding how this data is displayed. By accessing this Third Party Website, you do so at your own risk and you acknowledge that that Third Party Website may contain terms, privacy policies and security policies that are different from ours. M&T is not responsible for such provisions and expressly disclaims any liability for them.

**27. Your Conduct and Indemnity.** Except to the extent otherwise provided under the terms of this Agreement, an agreement that otherwise governs your Eligible Account, or applicable law, you agree and acknowledge that: (i) you are personally responsible for your conduct while using, and for your use of, the Digital Services, as well as for the conduct of, and use of Digital Services by, anyone you authorize to use the Digital Services or to whom you give access to your Card Data or Access Codes; (ii) you will not introduce malicious code or do anything involving Digital Services with an intent to harm; (iii) you will only use Digital Services for its intended purposes; (iv) you will not use Digital Services in any illegal activity; (v) you will not damage, disable, interrupt, overburden, or impair the Digital Services or interfere with any other party's use and enjoyment of Digital Services; (vi) you will not transmit, using Digital Services, any chain letters, "spam" messages, "phishing" messages, or messages marketing or advertising goods and services; and (vii) **you agree to defend, indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses including, but not limited to, reasonable attorney fees, arising out of or in any way connected with such use or conduct.** Your obligations under this section survive termination of this Agreement.

**28. Addition of Personal Accounts and Mortgage Accounts to M&T Online Banking for Business.** In certain cases, an Administrator may be able to add his or her Personal Accounts to the Online Banking for Business profile. The Business Customer understands that, if Personal Accounts and/or Mortgage Accounts are added to M&T Online Banking for Business and/or to other Digital Services intended for the Business Customer (for purposes of this sub-section generically referred to as "M&T Online Banking for Business"), there may be an increased risk of potential loss or Damages, including improper transfers. You certify that Business Customer has adequate internal controls to mitigate the risk of inappropriate transfers between accounts, and that each owner of the Business Customer knows of and agrees to allow the inclusion of the Personal Accounts and/or Mortgage Accounts in the M&T Online Banking for Business relationship for the Business Customer. M&T does not have an obligation to monitor any transfers or transactions between accounts. Before adding Personal Accounts and/or Mortgage Accounts to the M&T Online Banking for Business relationship, M&T may, but is not obligated to, require Business Customer to enter into further agreement(s).

When you authorize us to combine Personal Accounts and/or Mortgage Accounts and Business Accounts together in a combined M&T Online Banking for Business relationship, you agree that anyone using the Administrator's Access Code can perform transactions and other business for any or all of the Business Customer's Business Accounts and the added Personal Account(s) and Mortgage Account(s) (in this sub-section referred to as "Combined Access Accounts"); including transfers and payments between or from these Combined Access Accounts whether or not the transfer or payment is for an authorized purpose and even though the Combined Access Accounts may be owned by different companies or persons or the transfer or payment benefits one Combined Access Account at the expense of another, which may have a different owner. Allowing Combined Access Accounts to be accessed through the combined M&T Online Banking for Business relationship also means that anyone using the Administrator's Access Code can perform any transaction that is permitted under this Agreement with respect to the Combined Access Accounts. In addition, if a joint account owner or other person is authorized to perform transfers or other transactions from any of the Administrator's Personal Combined Access Accounts, that owner or person will have access (via check and all other available means) to funds that may be transferred into such account from any other Combined Access Account using the Administrator's Access Code. Also, if the Administrator's Access Code is stolen or otherwise compromised, then ALL of the Combined Access Accounts are vulnerable to theft and unauthorized access. Transfers, payments and unauthorized access through such a lost or stolen Access Code may result in the loss of any and all monies in any or all of the Combined Access Accounts.

**No Bank Responsibility; Indemnity:** When you authorize us to combine Personal Accounts and/or Mortgage Accounts and Business Accounts together in a combined M&T Online Banking for Business relationship, you understand that we allow you to do this for your convenience only. By authorizing and directing us to combine Eligible Accounts together in a combined M&T Online Banking for Business relationship, Business owners and Administrator agree that (1) M&T Bank is not responsible for any transactions or access permitted in accordance with this Agreement as a result of the combined M&T Online Banking for Business relationship; and (2) M&T Bank is not responsible for unauthorized transactions performed by any person authorized to access any of the Combined Access Accounts (including any transfers to, from or between the Combined Access Accounts). The Administrator, Business Customer and the Business Customer's owners agree, jointly and severally, to indemnify, protect, hold harmless and defend M&T Bank from and against any and all Damages, expenses, liabilities or costs (including attorney's fees and court costs), of whatever kind or nature, arising from or relating to (a) M&T Bank's providing M&T Online Banking for Business services to any of the Combined Access Accounts, or (b) allowing any Combined Access Account to be linked for access as provided in this sub-section.

**Notice to Bank of Changes:** Business Customer and Business Customer's owners agree to notify M&T Bank as provided in this Agreement of any change of owners of equity interests in the Business and of any change of Administrator.

## 29. Additional Miscellaneous General Items.

- a. If any portion of this Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.
- b. Geographic Constraints and Office of Foreign Assets Control ("OFAC"). You agree that you will not use Digital Services in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. Some transfers may not be processed, timely processed or may need to be frozen if we perceive the transfer may be in violation of United States OFAC sanction programs or other applicable laws.
- c. You agree not to use Digital Services in any illegal activity.
- d. If you provide us with a phone number for your Mobile Device, you are expressly consenting to receive account servicing or requested communications at that number from us and our agents. Such communications may include, but are not limited to, prerecorded or artificial voice message calls, text messages, and/or calls made by an automatic telephone dialing system.
- e. We may, for any reason and in our sole discretion, decline at any time to accept or use any email address or telephone number provided to us by any person.
- f. For Businesses, some other services (e.g., Merchant Services, Remote Check Deposit using an approved desktop check scanner) may be referenced in the Digital Services portion of Website with links to sites where you may obtain further information and/or log into such other services. Such other services are not part of the M&T Digital Services Agreement and are subject to other contracts, terms and conditions.
- g. Microsoft and Microsoft Excel are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. iPad is a trademark of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc. Use of this trademark is subject to Google Permissions. Adobe and Reader are registered trademarks of Adobe Systems, Inc. Quicken is a registered trademark of Intuit, Inc. My Mortgage Info is maintained by Black Knight Financial Services ("BKFS") and contains material that is protected under relevant trademark law by BKFS and such material is used with permission from BKFS. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license. All trademarks, service marks and trade names referenced in this material are the property of their respective owners.
- h. M&T Bank is a Member FDIC, Equal Housing Lender, and Equal Opportunity Lender. Loans and credit lines are subject to credit approval and involve interest and other costs. Please inquire for details. Non-deposit investment products are NOT deposits, NOT insured or guaranteed by M&T Bank, NOT insured by the FDIC or any agency of the United States, and involve INVESTMENT RISK, including POSSIBLE LOSS OF VALUE.

## N. Digital Services Fee Schedule

### 1. Digital Services Fees for Personal Accounts:

M&T Online Banking (including M&T Online and Mobile Bill Pay service):

There are no monthly fees or per transaction fees for M&T Online Banking.

Bank to Bank Transfer service:

M&T does not charge a fee for the Bank to Bank Transfers Service.

Online Check Search and Stop Payment service:

You will be charged a stop payment fee under the terms of your Eligible Account on which the check was drawn.

Statements and Notices service:

M&T Bank does not charge a fee to enroll in the Statements and Notices service, to change your election from paper to electronic delivery, or to change your election from electronic to paper delivery. Whether there are charges for electronic statements and/or paper statements is based on the applicable Eligible Account agreements and the applicable Eligible Account-related fee schedules. Please refer to such documentation for details.

M&T Mobile Banking: M&T does not charge a fee for M&T Mobile Banking.

M&T Mobile Deposit Service: M&T does not charge a fee for M&T Mobile Deposit Service.

M&T Flash Funds: 2% of the deposited check amount (\$2.00 minimum fee).

Direct Connect service: M&T Direct Connect is \$9.95 per month.

Alerts Service: M&T does not charge a fee for the Alerts Service.

Zelle Service: M&T does not charge a fee for Zelle.

M&T Money Smart Service: M&T does not charge a fee for M&T Money Smart.

## **2. Digital Services Fees for Business Accounts:**

M&T Online Banking (including M&T Online and Mobile Bill Pay service):

There are no monthly fees or per transaction fees for M&T Online Banking unless stated below. Account transaction detail access is available for up to 90 days.

Online Check Search and Stop Payment service:

You will be charged a stop payment fee under the terms of your Eligible Account on which the check was drawn.

Statements and Notices service:

M&T Bank does not charge a fee to enroll in the Statements and Notices service, to change your election from paper to electronic delivery, or to change your election from electronic to paper delivery. Whether there are charges for electronic statements and/or paper statements is based on the applicable Eligible Account agreements and the applicable Eligible Account-related fee schedules. Please refer to such documentation for details.

M&T Mobile Banking: M&T does not charge a fee for M&T Mobile Banking.

M&T Mobile Deposit Service: M&T does not charge a fee for M&T Mobile Deposit Service.

M&T Flash Funds: 2% of the deposited check amount (\$2.00 minimum fee).

Direct Connect service: M&T Direct Connect is \$9.95 per month.

Alerts Service: M&T does not charge a fee for the Alerts Service.

ACH and Wire Payment Digital Services (through Online Banking for Business): See addenda

## **3. Digital Services Fees for Mortgage Accounts:**

M&T Bank does not charge a fee for use of My Mortgage Info:

There may be a separate fee for certain services and features available on My Mortgage Info. The fees associated with the use of such services and features will be disclosed if and when you elect to use such services and features.

## **4. Additional Fee-Related Information For Personal Accounts, Mortgage Accounts and Business Accounts**

- a. Any fees for the Digital Services are in addition to the fees applicable to Eligible Accounts under the corresponding account agreement and applicable Eligible Account-related fee schedule (e.g., insufficient funds (NSF) or overdraft fee, or returned deposited item fee).
- b. Use of Digital Services requires Internet and/or data access through a computer or mobile device. Mobile carrier text message and data charges may apply. Check your carrier plan for details. Check with your Internet Service Provider for charges. You are responsible for such charges.
- c. The fees represent current fees. Fees are subject to change.
- d. If you cancel a Digital Service, we do not provide partial or prorated refunds.