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M&T Digital Services Agreement

This M&T Digital Services Agreement (the "Agreement") governs your use, access, and management of M&T's Digital Services as may be made available to you by M&T, including 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 (collectively, the "Digital Services"). In addition to this Agreement, your enrollment and use of specific online and/or mobile-based products, services, and software, may be governed by the terms and conditions specific to each such product, service, or software.

For fee information, please refer to Section N of this Agreement for the Digital Services Fee Schedule. Not all products, services, software, or Digital Services may be available to you.

A summary of the most recent changes to the Digital Services Agreement can be found on mtb.com.

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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: (1) each Consumer or Business who is an owner of an Eligible Account or select other relationships that are accessible through the Digital Services; and (2) any Administrator authorized to use a Digital Service on behalf of a business.

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

"Digital Services" or "Digital Banking" 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 M30(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.

"Eligible Account" means M&T deposit account, loan account, line of credit, mortgage, IRA, credit card, overdraft protection plan account, investment account and other product or service the Customer may maintain with us that is identified

with that Customer’s Social Security number or Taxpayer Identification number and which is accessible through M&T’s Digital Services. "Eligible Account" also may include a shareholder account advised, sponsored or distributed by M&T or one of its affiliated companies (each an **"Investment Account"**) that is identified with that Customer’s Social Security number or Taxpayayer Identification number and which is accessible through the Digital Services.

"Guide(s)" means all documentation, brochures, guides, and information in any format (including help screens, contextual help, FAQs, instructions, demos 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.

"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.

"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 Services 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-1.15 ,iTT1 13 (e)4 (r)-7 (r9 (lig)2 (ib)12.1 a)6 (n)2 (t,)2 (aulhh)2 (o)2 ConsDGg (c)4

have other Social Security numbers identified with them (for example, joint

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 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"). 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. A specific Digital Service (e.g., M&T Mobile Banking) may have different or additional requirements or recommendations as specified elsewhere in this Agreement and/or Guides. We are not responsible for any errors or difficulties that arise from the malfunction or failure of the Internet or your Equipment. Subject to applicable law, we reserve the right to update, terminate, discontinue or change the Equipment 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 Car

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

Accounts. To pay Mortgage Accounts please use My Mortgage Info. 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.

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. You should read the prospectus carefully before investing.

c. **Loans and Lines of Credit.** 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 1288 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.

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). External transfer payments may credit to the account on the following Business day.

2. **Account Balance and Transaction History.** You can use the M&T Online Banking service to obtain balance and recent transaction history on all Eligible Accounts (with the exception of transaction history for Certificate of Deposit 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. 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 or fees that are pending 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 person3 (pe.92 582.12 50k

Section M8 in tim eive least three (3) Business Days before the n l Dat we may require you to confirm your requ and ge n 14 days after the date you called us

f. **No Duty to Moni .** M&T do y duty to you to monitor the paym ade throug e and Mobile Bill Pay. If your accou y recurring eduled by you may not be proces ey appear to n the future. If a locked out user ayments sched ser for the following busines will be processe l.

g. **Bill Pay Guaran** over up to $50 in yment using Online and y is late and you (e payment sufficien of the payment due ve sub-section b) to allov ent to be processed a and (ii) the date you selec very Date was no late your payment was due, applicable grace perio timeframes are no ayee, indicated as "Days your payee list – g r four Business Days. Fu payment must be ording to the requirements s Agreement and yo ufficient available funds in The maximum lat under this guarantee is $50 p payment. In the ev e does not receive payment o charges you a late nline Banking Support at 1-80 9130. We reserve scontinue the Bill Pay Guarante discretion at any t

6. **M&T Rewards Progra d)**

Primary and Joint Cardho T Visa Signature Card and M&T Visa Credit Card with Reward e M& tggc oM (a S)-e-2 (h R) (us)-1 77 3 (d w6 (g)0-

This authorization shall survive termination of your Bank to Bank Transfers 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 Transfers 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 Transfers 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

responsible for actions t

amount(s) that you transmit using Bank to Bank Transfers. Such limits are subject to change without notice at M&T's discretion. When requesting a transfer, the

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 Transfers 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 Transfers 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. 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 Transfers 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.

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 through the Website electronically for viewing, printing and downloading, **rather than receiving such documents from us in paper form**. Electronic Documents may not be available for all Eligible Accounts.

1. **Enrollment**

   You can elect to have Electronic Documents for Eligible Accounts delivered electronically in one of the following ways:

   1. During Online Banking enrollment, you will be presented the option to receive Electronic Documents online for all of your Eligible Accounts. Please note that if you check the prompt to receive Electronic Documents online during this process, your election for electronic delivery (rather than paper) will apply to all of your Eligible Accounts.

2. If you do not elect to receive Electronic Documents online during the Online Banking enrollment process, you can make this election within the Website after your enrollment. Please note that if you check the prompt to receive Electronic Documents online during this process, this election will apply to all of your Eligible Accounts that have electronic statements as an option.

Once you elect to receive Electronic Documents online for all Eligible Accounts, you may change your election for one or more of your Eligible Accounts within the M&T Online Banking 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.

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 will send to the primary email address you have provided to us for use with the Statements and Notices service a notice that an 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. 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,

phone or by mail (see Customer Service Section M8). The unenrollment will not take effect until we have had a reasonable time to act on your notice. Unenrollment in the electronic delivery of Statements and Notices (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 unenrollment.

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 NFFin wenotiotsen(w)4 (a)6 rmaa (e)-4 (cco)(

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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

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 prem

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 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 two business days or until your mobile check deposit has posted (whichever is longer). 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. If you have questions about your limits contact M&T Customer Service (Section M8).

13. **Presentment.** The way 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 or

and back of the original image of the check or item, as originally drawn, at the time it was scanned.

f. You will comply with this section and all applicable rules, laws and regulations.

g. You will comply with the Security procedures outlined in Section G(6).

h.

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.

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature. You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle have any obligation to monitor any Content, both we and Zelle have absolute discretion to remove Content at any time and for any reason without notice. We and Zelle may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and Zelle make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

2.

service. Please check your mobile service agreement for details or applicable fees.

b.

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.** For fee information, please refer to Section N of this Agreement for the Digital Services Fee Schedule.

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

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

name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship.

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.** 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.
e. If 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 Digital Privacy Notice 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 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.

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.

For information on how to enroll, unenroll, and update the contact information where alerts are sent:

Alerts	**How to Enroll**	**How to Unenroll**	**How to Update**

We provide alerts as a convenience to you for informational purposes only. The number and frequency of text message alerts you receive will depend on your accounts' settings and activity. We do not guarantee that all potentially suspicious activity will be detected or reported in an alert. 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 fee 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

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 Digital Privacy Notice 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.

4. **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 respons-0 0 1oneP2 (e)4 (nt 3 (or)-71 0 Tdooc 0 Tw 1.05 l)-5 (D-)Tj-0.004 -0 0 -2 (o0.004 T
    2.36 -16.86 d( )TjE[4 ( )-10 ()-71 nt 3 (t)-2 (s)TJ[(g4 (s)c)4 (r))s-6 (y)-3 (t 4 ( )-10 (c4 (t)-2 (s)-1 (

external data may not accurately present information to you if you add foreign currency accounts.

6. **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.

7. **Privacy.** M&T will protect and share your information as described in the M&T Privacy Notice.

   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

14. **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.

15. **Opt out.** To discontinue the use of the M&T Money Smart service, please contact our Customer Service center.

L. M&T BizPay: ACH, Wire Transfers and Real-Time Payments Digital Services (Business Accounts)

M &T offers Automated Clearing House (ACH), Wire Transfers and Real-Time Payments 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, Wire Transfers or Real-Time Payments transfer from one of your Eligible Accounts (checking accounts) held at M&T that is qualified for 4 (s)-1 (e)4 (e)4 ( )]TJ-0.00-6 (t)-6 (i)-6 (o)-4 (n)-4 (s)G1.92 0 T1.92 0 T14 3.9 Meh(h)-10 (e)-6d athe045.ieuntsek(M)Tj0.002 8-1 ny (n)-10a

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.

b. You authorize your wireless carrier to use or disclose information about your wireless account and your wireless device, if available, to M&T Bank or our service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Notice for how we treat your data.

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) 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.
    -

v. You do not access the M&T Online Banking Service or M&T Mobile Banking 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.

Except as otherwise noted in Sections C and K, once the cancellation by you or us takes effect, we reserve the right to 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.**

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 you certain account messages or alerts to your external email address, texts to your mobile phone number or app notifications. For text messages, standard text message and data rates may apply. 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. If you provide M&T with an external email address that was provided to you by an employer, your employer may have access to confidential information contained in email messages from M&T. M&T may use the employer-provided email address provided by you to M&T to communicate with you in an attempt to collect any debt owed by you to M&T. In addition, if you provide M&T with an external telephone number that was provided to you by an employer, your employer may have access to confidential information contained in text or phone messages that M&T may send.

It is your responsibility to notify us if you change any of your external email addresses, your mobile phone number or

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").

    a. **Your Liability for Unauthorized Transfers or Payments:** Tell us AT

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 e-6 ((e)6 (r)5 mts)1 ((o)2 fr)5 (thw)2 itsAwreeem

to, computer failure, failure of any funds transfer system, denial of

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.

16. **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 Sections 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.

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 Service[limite)6 (d)2 ()-10 ((m(

Regarding Business Accounts, Customer authorizes us to act upon, and Customer agrees to be bound by, any Instruction, whether or not actually authorized,

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. M&T can refuse to accept the Instructions of a person or entity you have authorized to act with respect to your M&T accounts or the Digital Services (including any Administrator or Authorized User) and may remove such person or entity's access to your M&T accounts or the Digital Services if we have terminated such person's or entities accounts with M&T Bank for any reason, including for suspected fraud, violation of law, violation of an account agreement, or similar reasons. We have no obligation to provide the reason that an Instruction is refused or access is removed.

20. **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.

21. **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. **Security Limitations.** For security reasons, there are limits on the number and dollar amount of transfers you can make using Digital Services. Our fraud monitoring and review procedures may limit your ability to execute electronic transactions, limit your access to Digital Services, or may require you to verify your identity using a one-time security code or other enhanced authentication measure(s) available. We may (but are not

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; (vi) add multiple business accounts owned by different business entities to a single M&T Online Banking for Business account profile, (a "Combined Experience") so that Eligible Accounts belonging to each entity can be accessed through M&T Online Banking for Business using a single User ID (collectively, the "Combined Access Accounts") provided that the Administrator is an authorized signer on all such Eligible Accounts, (vii) agree to the M&T Digital Services Agreement on behalf of the owner of each business account added to a single M&T Online Banking for Business account profile; and (viii) 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 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. If an Authorized User's account is locked any recurring payments scheduled by that user may not be processed, even if they appear to be scheduled in the future. If a locked out user is reinstated, payments scheduled by that user for the following business day or later will be processed as scheduled.

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 they are 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.

   When a Company Administrator authorizes us to combine Eligible Accounts together in a Combined Experience, it means that any person authorized to perform transactions under the M&T Online Banking for Business Agreement can perform transactions for any or all of the Combined Access Accounts and can perform transfers between these accounts and make other business related transactions to these accounts even though the accounts may be owned by different companies or persons.

   If an entity or person is authorized to access any of the Combined Access Accounts, that entity or person may transfer monies between any of the Combined Access Accounts for any reason, whether or not the transfer is for an authorized purpose, and whether or not the transfer benefits one

Combined Access Account at the expense of another Combined Access Account which may be owned by a different Business. Allowing accounts to be accessed through the Combined Experience also means that an entity or person with access can perform any other transaction that is permitted in this Agreement. **WHEN YOU LET ANOTHER ENTITY OR PERSON HAVE ACCESS TO YOUR ACCOUNT, YOU UNDERSTAND THAT AMOUNTS MAY BE TAKEN FROM YOUR ACCOUNT BY A USER FOR PURPOSES WHICH MAY NOT BENEFIT YOU.**

If the Administrator chooses to enroll in the Combined Experience, each Business: (1) Agrees to the terms and conditions of this Agreement, and (2) acknowledges that the bank has fully informed it about the possible loss and risk to it that arise from sharing a single user ID to access eligible accounts through a combined experience and permitting access by another person or entity to the Combined Access 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.

By authorizing and directing us to combine Eligible Accounts under a Combined Experience, each Business agrees that the Bank is not responsible for unauthorized transactions performed within the Combined Experience (including any transfers to, from or between the Combined Access Accounts). For example, transfers and payments can be made between or from any of the Combined Access Accounts in the Combined Experience for any purpose even if the Combined Access Accounts are owned by different Companies and even if these transfers and payments were not actually authorized. These transfers and payments may result in the loss of any and all monies in any or all of the Combined Access Accounts. You agree that the Bank is not responsible for any transactions or access permitted in accordance with this Agreement as a result of the Combined Experience. Also, if any Access Code is stolen or otherwise compromised, then **ALL** of the Combined Access Accounts are vulnerable

to theft and unauthorized access, including loss of all funds contained in or available through each Combined Access Account.

g. **Termination of Authorized User Authority.** The authority of an Authorized User will terminate: (i) when we are notified to terminate that authority; (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.

Each owner of a Combined Access Account agrees that the only way for a Combined Access Account to be removed from the combined experience is to follow the termination notice set forth in this Section. Any Business may notify us that it no longer wants one or more of its Combined Access Accounts to be accessible through the combined experience. In order to fulfill a request for termination please either (i) visit a branch location, (ii) telephone us at 1-800-790-9130 or (iii) send us written notice to the following mailing address. We are not responsible for acting on such a notice until we receive it and we have a reasonable time to act on this request.

Our address is:
M&T Bank
M&T Online Banking for Business Termination
P.O. Box 4627
Buffalo, NY 14240-9915

27. **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 6 (i)-6 (l)-6 (w

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.

28. **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 use Digital Services in any manner intended to bypass or breach any security deviceer;curigi4ntaf0ce

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relationship, M&T may, but is not obligated to, require- the Business Customer and other parties having an interest in such accounts to enter into further agreement(s).

Specific Risks: When you authorize us to join the Combined Access 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 of the Business Customer's Business Accounts and the added 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. 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.

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 Administrator change.

30. **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.

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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

There are no monthly or per transaction fees for M&T Mobile and Online Banking but there may be monthly or periodic fees or special usage fees depending on which Digital Services you maintain and use.*

The breakdown of fees for Digital Services available to personal and business account holders is as follows:

	Personal accounts	**Business accounts**
Bank to Bank Transfers	No fee*	Not available

*The fees listed in this schedule are current fees and we reserve the right to change them at any time. If you cancel a Digital Service, we do not provide partial or prorated refunds. All fees noted here are in addition to any fees outlined in the account agreements for your