

2. **Changes to the Program. WE MAY MODIFY, RESTRICT OR CHANGE THE PROGRAM, INCLUDING THESE PROGRAM TERMS AND CONDITIONS, AT ANY TIME, WHICH CHANGES MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGING THE NUMBER OF POINTS YOU EARN FOR A PARTICULAR TYPE OF ACTIVITY OR THE NUMBER OF POINTS YOU NEED TO REACH FOR A PARTICULAR REWARD TIER OR TO REDEEM A PARTICULAR REWARD, OR OMITTING OR ADDING REWARD LEVELS OR CATEGORIES, OR CHANGING THE SELECTION OF REWARDS, OR IMPOSING, INCREASING OR ELIMINATING POINTS CAPS OR PROGRAM FEES, OR CHANGING THE CONDITIONS UNDER WHICH**

5. Points.

5.1 You will start earning points immediately for any Purchases made with your enrolled Credit Card and based on the actual purchase amount, including tax.

5.2 In order to be eligible to earn points, the Program Account must be "active" (the Program Account must not be cancelled by you or by us) and the Credit Card must be "active" (that the Credit Card is not cancelled, or otherwise in default, or otherwise in breach of the terms of the Credit Card agreement, and the Credit Card is not overdrawn (over the credit limit) or otherwise in breach of the terms of the Credit Card agreement, in the discretion whether a particular Credit Card or Account is "active").

The Points

6.1 You or, in the case of a Business Account, only the Administrator or anybody granted permission by the Administrator, can view your Program Account point balance and points earning and redemption activity at any time online at www.mtb.com. You, or any Authorized Redeemers, can also call the M&T Rewards Customer Service Center (see below for contact information) for such information. It may take up to two billing cycles for Purchases and the associated points to post to your Program Account. Current point balances for your last billing cycle are displayed on monthly credit card statements. At times, there may be a discrepancy between your monthly statement and point balance displayed through digital channels.

6.2 Once a redemption order is placed, your Program Account will be reduced by the number of points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable, your points will be reinstated, and you will be notified of the cancelled order. The forfeiture date of the reinstated points will not re-set,eW*n98 596.14 Tm01Qq0.00000912 0 612 792 reW*nBT/F2 9 Tf1 0 0 1 469.18 606.46 Tm0 G[o]-3(f)-3(th

required number of points in your Program Account. All Rewards are subject to availability and we reserve the right to cancel, change, or substitute Rewards at any time with or without notice.

8.2

drive to save an electronic copy. Additionally, you must login to online banking to access your information electronically or to conduct any activity online regarding your Program Account on www.mtb.com.

10.2 You can contact the Rewards Center if you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic marketing communications. We are not obligated to provide any additional communications to you, other than these terms and conditions, in a paper form. We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program.

11. Canceling Program Participation. You may cancel your participation in the Program at any time by calling the M&T Rewards Customer Service Center. If you cancel your participation in the Program, the positive point balance in your Program Account cannot be transferred to another Program Account. Only the joint Account Holders or the Account Holder .000E0912 0 612 792 reW*nBT/F2 9 Tf1 0 0 1 108.02 584.14 Tm0 Gµ849 Tf8(c)Snce in

basis. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Any Claim Notice to us shall be sent by mail to any address provided for notices in any agreement between the parties (or any updated address we have subsequently provided you), attention Claim Notice. Any Claim Notice must include your name and address.

Starting Arbitration

: Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim.

Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts owed under any agreement between the parties, the closing of any related account(s), any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. This Arbitration Provision replaces any Prior Arbitration Agreement and governs over any inconsistent provision in the applicable arbitration rules or other provisions of any agreement between the parties.

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