1/27/2017 Credit Card Disclosure

## **Important Terms Disclosure**

By submitting an Application, I acknowledge and agree on behalf of the Business entity and myself as the Owner/Authorized Officer:

1) that all information provided in connection with this application is correct; 2) that Bank of America, N.A. ("Bank of America") may investigate and exchange reports regarding information on the Owner/Authorized Officer and the Business entity with credit reporting agencies and others in order to approve or decline this application, service my account, and manage your relationship with me; 3) that the accounts will be used for business purposes only; 4) to all terms of the Business Card Agreement provided with the cards; 5) that I authorize Bank of America to provide my application information and any updated application information I provide to its affiliate(s) in connection with other accounts that I may have with those affiliates; 6) that the Business entity and I, personally and in my individual capacity, will each be liable for all charges, fees, and finance charges on all of the cards and accounts issued pursuant to this request or any future requests to add additional cards or accounts; and 7) that on behalf of the Business entity and myself, I grant a security interest and contractual right of offset in and to all deposit accounts now or hereafter maintained by the Business entity and/or me with Bank of America or any of its affiliates to satisfy all liabilities incurred under the Business Card Agreement.

## **Details of Rate, Fee and Other Cost Information**

Account terms are not guaranteed for any period of time. All terms, including fees and APRs for new transactions, may change in accordance with the Business Card Agreement and applicable law. Please review all of these materials so that you are fully informed about the terms of this credit card offer.

Interest Rates and Finance Charges	
Annual Percentage Rate (APR) for Purchases	13.74%
	This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	13.74%
	This APR will vary with the market based on the Prime Rate
APR for Cash Advances	24.74%
	This APR will vary with the market based on the Prime Rate.
Penalty APR	None
How to Avoid Paying Finance Charges on Purchases	Your due date is at least 25 days from your statement Closing Date. If you pay your entire balance in full by the due date each month, we will not charge you Finance Charges on Purchases.
Minimum Finance Charge for Purchases	If you are charged Finance Charges, the charge will be no less than \$1.00.

Please see the next page for a continuation of the Details of Rate, Fee and Other Cost Information.

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Fees	
Annual Fee	\$80 for the company.
Transaction Fees	
Balance Transfer	Either \$10 or 4% of the amount of each transaction, whichever is greater.
Cash Advance	Either \$10 or 4% of the amount of each transaction, whichever is greater (exception below).
	Overdraft Protection Cash Advance (if enrolled): Either \$10 or 3% of the amount of each transaction, whichever is greater.
International Transaction	3% of the U.S. dollar amount of each transaction.
Penalty Fees	
Late Payment	<b>\$19</b> if balance less than or equal to \$100; <b>\$29</b> if \$100.01 - \$1,000; <b>\$39</b> if \$1,000.01 - \$5,000; <b>\$49</b> if greater than \$5,000.
Returned Payment	\$39

When applicable, we apply the minimum payment to lower APR balances before higher APR balances; amounts in excess of the minimum payment are applied to higher APR balances before lower APR balances. Payments are allocated to posted balances.

Cash Advances and Balance Transfers may not be used to pay off or pay down any Bank of America or FIA Card Services account. The Cash Limit assigned will be a percentage of the total Credit Limit assigned; be sure to check what your Cash Limit is before using your account to make cash transactions. All credit card accounts are subject to credit approval and credit card account limits are subject to creditworthiness. Normal credit standards apply. Credit cards are issued and administered by Bank of America, N.A. You must be at least 18 years of age and be an Owner/Authorized Officer of the business to apply.

Asiana Airlines Business Card Program Summary. Please read your credit card program rules and new account materials which will be mailed to you after your account is established. *How You Earn Miles:* The Company Level account earns miles when your card is used to make purchases, minus returns, credits and adjustments ("Purchases"). The following transactions are not considered Purchases and will not earn miles: Balance Transfers and Cash Advances (each as defined in your Credit Card Agreement), fees, finance charges, fraudulent transactions and certain other charges. *1 Mile:* Earn 1 mile for every \$1 of Purchases charged to the credit card each billing cycle. *2 Miles:* Earn 2 miles (consisting of 1 bonus mile and 1 base mile) for every \$1 spent on Purchases of Asiana Airlines tickets purchased directly from Asiana Airlines.

**Redeeming Miles:** Miles earned through the use of the credit card are transmitted to Asiana Airlines. Earned miles can be redeemed for Asiana Airlines flights and upgrades. The Company Level account earns unlimited miles on the Asiana Visa Business Card each calendar year based on your Purchases. Miles are accumulated at the Company Level.

**Bonus Miles:** The Company Level account earns 10,000 bonus miles after the first purchase with the Asiana Visa Business Card. Bonus miles are a one-time offer valid only on new accounts. Please allow 6 to 8 weeks after your purchase for miles to be deposited into the designated Asiana Club Account. The value of this reward may constitute taxable income to you or your company. Bank of America may issue an Internal Revenue Service Form 1099 (or other appropriate form) to you or your company that reflects the value of such reward. Please consult your tax advisor, as neither Bank of America, its affiliates, nor their employees, provide tax advisor.

As An Asiana Cardholder, The Company Level Account Will Receive: Two (2) annual \$100 statement rebates on the ticket purchase of U.S. departure Asiana Airlines operated flights when using the Asiana Visa Business Card. Rebate will not be applied at the time of ticket purchase. The two (2) \$100 rebate amounts will be credited to the Asiana Visa Business Card account within 1 to 2 billing cycles of the purchase of the ticket(s). The ticket must be purchased through Asiana Airlines using your Asiana Airlines credit card. Two rebates cannot be used together on the same transaction and/or ticket purchase. The value of this reward may constitute taxable income to you or your company. Bank of America may issue an Internal Revenue Service Form 1099 (or other appropriate form) to you or your company that reflects the value of such reward. Please consult your tax advisor, as neither Bank of America, its affiliates, nor their employees, provide tax advice.

Miles Expiration and Forfeiture: See flyasiana.com for the Terms and Conditions that address miles expiration and forfeiture. Rewards Program Rules: The Asiana Club Program is offered by Asiana Airlines and Asiana Airlines is solely responsible for the program. Asiana Airlines has sole responsibility and decision making authority for the Asiana Club Program, the award and redemption of Miles, and the issuance of award travel. Asiana Airlines reserves the right to interpret and define the procedures and policies of the Asiana Club Program. All determinations by Asiana shall be final and conclusive in each case. Terms and Conditions of the Asiana Club Program apply to miles earned through use of the Asiana Visa Business Card and may change without prior notice. Program Rules containing additional details will be sent to you with your new account materials. Other significant terms apply. Program subject to change. For more information, visit flyasiana.com.

## **Overdraft Protection**

You may ask to link Company's Bank of America business checking account to Company's Business Credit Card account ("Account") for Overdraft Protection, subject to the Bank's approval. If Company requests Overdraft Protection and is approved, Bank will automatically transfer funds from Company's Account to cover any overdraft in multiples of \$100 as long as Company's Account has sufficient cash and credit availability and Company is not in default under the Business Card Agreement. An Overdraft Protection Cash Advance fee will be charged to the Account, and the cash advance will accrue interest at the APR stated in the Business Card Agreement. Bank shall not be obligated to make, but may make a transfer that would result in Company's Account being over the Cash Limit and Credit Limit. Company acknowledges and agrees that any person authorized to transact business on the checking account may access Company's Account for Overdraft Protection coverage. The first Owner/Authorized Officer listed on the application will be the person whose account will be charged for the transfers made pursuant to the Overdraft Protection feature. Please see your Business Card Agreement for details.

## Balance Transfers

If your account is set up for monthly payments of the balance in full you will not be eligible for Balance Transfer promotions and you may be excluded from receiving Balance Transfer checks. We reserve the right to decline to process any Balance Transfer for any reason. If the total amount requested exceeds your credit limit, we may send full or partial payments to your creditors in the order you requested. If you have a dispute with a creditor and pay that balance by transferring it to your new account, you may lose certain dispute rights. It will take 3-4 weeks to process your request. Continue paying each creditor until the transfer appears as a credit on that creditor's account. Finance charges (if and where applicable) accrue daily from the transaction date.

Bank of America, like all financial institutions, is required by Federal law to obtain, verify, and record information that identifies each customer that opens an account. When a client opens an account, we will ask for the client's legal name, address, tax identification number and other identifying information. We may ask for copies of business licenses or other documents evidencing the existence and good standing of the entity. For individuals, including sole proprietors, we may ask for the date of birth.

Nonprofit organizations, please provide a copy of the organization's last two years of financial statements, as well as an excerpt of your official minutes which includes the authorization to apply for this account. Upon approval and account opening, your account may not be eligible for the minimum payment option and we may require the balance to be paid in full monthly.

The authorized contact appointed for this account will be authorized to access account information on behalf of the business and to make changes to the accounts, including but not limited to, requesting credit line increases and additional cardholders.

These disclosures were accurate as of 1/2017. The information may have changed after that date. To find out what may have changed you may contact us by writing Bank of America, P.O. Box 53137, Phoenix, AZ 85072-

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