

# Terms and Conditions for Asiana Visa Signature®

## †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 Credit Card Agreement and applicable law based on information in your credit report, market conditions, business strategies, or for any reason. Please review all of these materials so that you are fully informed about the terms of this credit card offer.

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>12.74% to 19.74%</b> , based on your creditworthiness when you open your account.  After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>12.74% to 19.74%</b> , based on your creditworthiness when you open your account.  After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>15.74% to 22.74%</b> , based on your creditworthiness when you open your account, for Direct Deposit and Check Cash Advances, and <b>25.49%</b> for Bank Cash Advances. <i>See footnote<sup>1</sup> for explanation.</i>  These APRs will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to new transactions on your account if you: <ul style="list-style-type: none"><li>• Make a late payment.</li></ul> <b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased, the Penalty APR will apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at</b> <b><a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

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

## Information.

### Fees

<b>Annual Fee</b>	<p>NOTICE: The annual fee is scheduled to be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$500, your initial available credit will be only about \$401.</p> <p><b>\$99</b></p>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Purchases</li><li>• Balance Transfers</li><li>• Cash Advances</li><li>• Foreign Transactions</li></ul>	<p>Purchases of wire transfers from a non-financial institution: Either <b>\$10</b> or <b>5%</b> of the amount of each transaction, whichever is greater.</p> <p>Either <b>\$10</b> or <b>3%</b> of the amount of each transaction, whichever is greater.</p> <p>Direct Deposit and Check Cash Advances: Either <b>\$10</b> or <b>3%</b> of the amount of each transaction, whichever is greater.</p> <p>ATM, Over-the-Counter, Same-Day Online and Cash Equivalent Cash Advances: Either <b>\$10</b> or <b>5%</b> of the amount of each transaction, whichever is greater.</p> <p>Overdraft Protection Cash Advances (if enrolled): <b>\$12</b> for each transaction (not assessed if deposit account overdrawn by less than \$12).</p> <p><b>None</b></p>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	<p>Up to <b>\$37</b></p> <p>Up to <b>\$27</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.**

<sup>1</sup> Bank Cash Advances include ATM, Over-the-Counter, Same-Day Online, Overdraft Protection and Cash Equivalent (money orders, foreign currency, travelers checks, or to obtain cash, from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips and bail bonds) Cash Advances.

#### More Information about Penalty Fees and Penalty APR

Penalty Fees: If your Total Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee of \$27 will be assessed; \$37 for subsequent occurrences that are within 6 billing cycles of a previous occurrence. However, the Late Payment Fee will not exceed the total minimum payment that was due. If your balance is \$100 or

less on the Payment Due Date, we will not assess a Late Payment Fee. The Returned Payment Fee will not exceed the total minimum payment that was due.

**Penalty APR:** Your Penalty APR will not exceed 29.99% on new transactions. There is no Penalty APR on existing balances.

#### CONDITIONS

By submitting this application, you: (1) acknowledge that you have reviewed the credit card Terms and Conditions; and (2) agree to submit your application for this credit card subject to those Terms and Conditions.

The words “you” and “your” apply to each person who submits the application. You have read the accompanying application, and you affirm that everything you have stated is true and complete. You are at least 18 years of age or you are at least 21 years of age if a permanent resident of Puerto Rico. You authorize Bank of America, N.A. (hereinafter “us” or “our”) to obtain your credit report(s), employment history and any other information in order to approve or decline this application, service your account, and manage our relationship with you. You consent to our sharing of information about you and your account with the organization, if any, endorsing this credit card program. You authorize us to share with others, to the extent permitted by law, such information and our credit experience with you. In addition, you may as a customer later indicate a preference to exempt your account from some of the information-sharing with other companies (“opt-out”). If you accept or use an account, you do so subject to the terms of this application, the “Details of Rate, Fee and Other Cost Information” and the Credit Card Agreement, as it may be amended; you also agree to pay and/or to be held jointly and severally liable for all charges incurred under such terms. Any changes you make to the terms of this application will have no effect. You understand that if your application is approved with a credit line that is greater than or equal to \$5,000, you will receive a Visa Signature® account; if your credit line is less than \$5,000, you will receive a Platinum account. The benefits for Platinum accounts differ from Visa Signature® accounts. You also understand that the Annual Percentage Rate you receive will be determined based on your creditworthiness. You understand that only a portion of your Total Credit Line will be available for Bank Cash Advances. You also understand that if you have existing credit card accounts with Bank of America, we may utilize the available credit on the existing account(s) to approve your new credit card. You accept that on a periodic basis your account may be considered for automatic upgrade at our discretion. You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your phone conversations with any of our representatives. You further consent to our use of automatic dialers, text, or prerecorded messages for servicing your account. If additional development is necessary based on the application information provided, we will make every attempt to contact you.

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#### FEATURES

**Asiana Airlines Credit Card Program Summary. Based on our review of your credit card application and creditworthiness, you may be approved for a (1) Visa Signature® account or a (2) Platinum Visa® account (or you may not be approved for a card at all).** 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:** You earn miles when you use your card 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, interest charges, fraudulent transactions and certain other charges. **3 Miles:** Earn 3 miles (consisting of 2 bonus miles and 1 base mile) for every \$1 spent on Asiana Airlines Purchases. **2 Miles:** Earn 2 miles (consisting of 1 bonus mile and 1 base mile) for every \$1 spent on Purchases at eligible gas and grocery store merchants. Eligible merchants for the Bonus Categories include: (a) Gas (representing Service Stations & Automated Fuel Dispensers - please note that superstores and wholesale clubs that sell gasoline are not considered service stations); and (b) Grocery Store (representing Grocery Stores/Supermarkets, Freezer/Meat Lockers, Candy/Nut/Confection Stores, Dairy Product Stores, Bakeries, and Misc. Food Stores - please note superstores, discount stores and wholesale clubs are not included in this list). **1 Mile:** Earn 1 mile (base mile) for every \$1 of all other Purchases. **Bonus Category Processing:** Merchants are assigned a merchant category code (MCC) based upon the merchant's primary line of business. We do not determine which MCC a merchant chooses to classify itself. We group similar MCCs into purchase categories to offer bonus rewards to you. Purchases processed through merchants that do not process transactions under the eligible MCC and purchases processed through third-party payment accounts, mobile/wireless card reader, digital wallet or similar technology where the technology does not support transmission of MCCs will not qualify to receive bonus rewards. Instead, those ineligible MCC-based Purchases will

earn 1 mile per \$1 spent. We reserve the right to verify eligibility of all transactions. We may adjust your number of miles for any valid reason including use of the Account for an improper purpose. **Bonus Category Cap:** You can earn a maximum of 200,000 miles on the Card each calendar year, excluding first use bonus miles. Miles are not your property and have no cash value. **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.

**As An Asiana Cardholder, You Will Receive:** One (1) \$100 annual rebate towards purchase of an Asiana Airlines ticket. Rebate will not be applied at time of ticket purchase. The \$100 rebate amount will be credited to your credit card account within one to two billing cycles of the purchase of the ticket(s). The ticket must be purchased through Asiana Airlines using your Asiana Airlines credit card.

Two (2) Asiana Lounge Invitations every year in the month of your anniversary date. The invitation must be presented with the credit card at Asiana's check-in counter to receive a complimentary pass. The invitations are valid at Asiana Airlines lounges operated in the U.S. only. The invitations are for the admission of the Asiana Club member only. Only one invitation per person per visit allowed to the Asiana lounge. Room capacity regulations may limit entry. Asiana reserves the right to refuse entry to members or guests acting in a manner in which would disrupt other guests.

One (1) 10,000 Bonus miles Certificate every year in the month of your anniversary date. Certificate good toward a choice of Asiana Airlines international or Korea domestic air ticket, cabin class upgrade or excess bag allowance. Asiana Club miles required to redeem varies depending on the routes and seasons. An upgradable ticket must be purchased in order to use a cabin class upgrade certificate. Once certificate is redeemed, the remaining miles of the certificate will not be added to your Asiana Club account. The excess baggage allowance is for Asiana operated U.S. departure flights only. The maximum weight allowed for the baggage varies depending on the routes. Certificate must be redeemed in the U.S. only. Certificate and Asiana Airlines Visa<sup>®</sup> credit card from Bank of America must be presented at time of redemption. For reward air ticket redemption or cabin class upgrade, fax the certificate to the Asiana reservation center at 213-380-1688 or an authorized agent. For excess baggage allowance, simply present your certificate at the Asiana check-in counter. Certificate may not be used with any other Asiana Airlines fare and/or promotion. Name on invitation, certificate and Asiana Airlines Visa credit card from Bank of America must match. Invitation and certificate expire on the date indicated on the coupon. Passengers are responsible for all taxes, fees and surcharges. Blackout dates apply and are subject to seat availability. Invitation and certificate have no cash value and are not transferable, replaceable or endorsable. Asiana Airlines has the final authority regarding invitation and certificate redemption. The value of these rewards may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such reward. Please consult your tax advisor, as neither we, nor our affiliates, 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. Bank of America is not liable or responsible for the failure of Asiana Airlines to award or redeem miles. 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. Terms and conditions of the Asiana Club Program (available at flyasiana.com) apply to miles earned through use of the Asiana Airlines Visa credit card from Bank of America. Terms and conditions of the Asiana Card may change without notice and other restrictions may apply. 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.

**Bonus Miles Offer.** You will qualify for 30,000 bonus miles if you use your new credit card account to make any combination of Purchase transactions totaling at least \$3,000 that post to the account within 90 days of the account open date. This one-time promotion is limited to new customers opening an account in response to this offer. Other advertised promotional bonus miles offers can vary from this promotion and may not be substituted. Allow 6 - 8 weeks from qualifying for the bonus miles to post to your rewards balance. The value of this reward may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such reward. Please consult your tax advisor, as neither we, nor our affiliates, provide tax advice.

**Mobile Banking.** Mobile Banking requires enrollment through the Mobile Banking app, Mobile website or Online Banking. Enrollment through the Mobile Banking app is not available on all devices. View the [Online Banking Service Agreement](http://www.bankofamerica.com/serviceagreement) (<http://www.bankofamerica.com/serviceagreement>) for more information. Data connection required. Wireless carrier fees may apply.

**Alerts.** Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply.

**\$0 Liability Guarantee.** The \$0 Liability Guarantee covers fraudulent transactions made by others using your account. To be covered, don't share personal or account information with anyone. Claims may only be filed by the accountholder against posted and settled transactions subject to dollar limits and verification, including providing requested information supporting fraudulent use claim.

**Text Banking.** Bank of America does not charge for Text Banking. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone. Check with your service provider for details on specific fees and charges that may apply.

**Card Benefits.** Certain restrictions apply to each benefit. Platinum card benefits differ from Visa Signature® card benefits (i.e., coverage amounts vary and some benefits are not available). Details accompany new account materials.

**Overdraft Protection.** Overdraft transfers to your eligible Bank of America deposit account from your credit card account will be Bank Cash Advances under your Credit Card Agreement. Transfers will be subject to the terms of both your Credit Card Agreement and the account agreement(s) and disclosures governing your Bank of America deposit account. If you link your Bank of America deposit account to your credit card for Overdraft Protection, we will automatically transfer funds in multiples of \$100 from your credit card account to cover any overdraft on your deposit account, as long as the portion of credit available for cash on your credit card account is sufficient and you are not in default under your Credit Card Agreement. A fee of \$12 will apply for each transaction. The fee will not be assessed if your deposit account is overdrawn by a total amount less than \$12, after we finish processing for the day. The Bank Cash Advance will accrue interest at the APR stated in your Credit Card Agreement. Overdraft Protection transfers incur interest charges from the transaction date. If the portion of credit available for cash on your credit card account is insufficient to cover the amount required by the overdraft (in the multiple of funds stated above), we may advance the funds even if it causes your credit card account to exceed your Cash Credit Line. Linking Overdraft Protection from your Bank of America credit card to your Bank of America deposit account will end any other Overdraft Protection connections to your deposit account. Please see your Credit Card Agreement for additional details.

### **BALANCE TRANSFERS**

If the total amount you request exceeds your Total Credit Line, we may send full or partial payment to your creditors in the order you provide them to us. Allow at least 2 weeks from account opening for processing. Continue paying each creditor until the transfer appears as a credit. Balance Transfers incur interest charges from the transaction date. If you revolve your balance to take advantage of a promotional or introductory offer, all transactions and balances, including purchases, will be charged interest. The Balance Transfer fee is 3% of the amount of the transaction (min. \$10). 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. Balance Transfers may not be used to pay off or pay down any account issued by Bank of America, N.A., FIA Card Services, or its affiliates.

The information in this offer is updated regularly, but may have changed since the last update.

The Bank of America® Privacy Notice is available at [bankofamerica.com/privacy \(https://www.bankofamerica.com/privacy\)](https://www.bankofamerica.com/privacy) and accompanies the Credit Card Agreement.

This credit card program is issued and administered by Bank of America, N.A. Any account opened in response to this application shall be governed by the laws of the State of North Carolina. Deposit products and services are provided by Bank of America, N.A. and affiliated banks, Members FDIC and wholly owned subsidiaries of Bank of America Corporation. Visa and Visa Signature are registered trademarks of Visa International Service Association, and are used by the issuer pursuant to license from Visa U.S.A. Inc. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation.

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