

Terms & Conditions

†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 the materials in this package so that you are fully informed about the terms of this credit card offer.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	14.24% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	14.24% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	17.24% for Direct Deposit and Check Cash Advances, and 24.99% for Bank Cash Advances. <i>See footnotes ¹ and ² for explanation.</i> These APRs will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	Up to 29.99% , 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"> • Make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased, the Penalty APR will apply indefinitely.
How to Avoid Paying Interest on Purchases	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Consumer Financial	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial

Fees

Annual Fee	\$99
Transaction Fees <ul style="list-style-type: none"> • Purchases • Balance Transfers • Cash Advances • Foreign Transactions 	<p>Purchases of wire transfers from a non-financial institution: Either \$10 or 5% of the amount of each transaction, whichever is greater.</p> <p>Either \$10 or 3% of the amount of each transaction, whichever is greater.</p> <p>Direct Deposit and Check Cash Advances: Either \$10 or 3% of the amount of each transaction, whichever is greater.</p> <p>ATM, Over-the-Counter, Same-Day Online and Cash Equivalent Cash Advances: Either \$10 or 5% of the amount of each transaction, whichever is greater.</p> <p>Overdraft Protection Cash Advances (if enrolled): \$12 for each transaction (not assessed if checking account overdrawn by less than \$12).</p> <p>American Express (1) converts charges made in foreign currencies to U.S. dollars using a rate selected on the business day prior to the day on which the charges are processed by American Express and (2) applies a 1% commission to the converted amount. See the Credit Card Agreement for details.</p>
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$38</p> <p>Up to \$27</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.

¹Any Direct Deposits completed at the time your application is processed will be Balance Transfers.² Bank Cash Advances include ATM, Over-the-Counter, Same-Day Online, Overdraft Protection and Cash Equivalent (money orders, foreign currency, and travelers checks from a non-financial institution, person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips and bail bonds) Cash Advances. (American Express Cards are not presently accepted for the purchase of bets, lottery tickets, or casino gaming chips.)

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; \$38 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; (2) agree to submit your application for this credit card subject to those Terms and Conditions; and (3) authorize us to use the information in your application, and any other information we or our affiliates have about you, to determine your ability to pay, as required by federal law.

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. 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 your 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 Cardmember 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 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. If additional development is necessary based on the application information provided, we will make every attempt to contact you.

FEATURES

Asiana American Express[®] Card from Bank of America Program Summary. You earn miles based on qualifying purchases less credits, returns and adjustments (“Net Purchases”) that you make with your Asiana American Express[®] Card from Bank of America. Earn three (3) miles (consisting of 2 bonus miles and 1 base mile) for every dollar of Net Purchases spent on Asiana Airlines purchases. Earn two (2) miles (consisting of 1 bonus mile and 1 base mile) for every dollar of Net Purchases spent at eligible gas and grocery merchants. Eligible merchants for the Bonus Categories include: (a) Gas (representing Service Stations & Automated Fuel Dispensers – please note that superstores and warehouse clubs that sell gasoline are not considered service stations); (b) Grocery (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 warehouse clubs are not included in this list). 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 (e.g. PayPal) will not qualify to receive bonus rewards. Earn one (1) mile for every dollar of all other Net Purchases. Balance Transfers, Cash Advances, including purchases of money orders or other cash equivalents, fees, interest charges, fraudulent transactions and certain other charges do not earn miles. 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. You can earn up to 200,000 miles on the Card each calendar year, excluding first use bonus miles. Earn 10,000 bonus miles after your first purchase with the Card (new accounts only). Please allow approximately one to two billing cycles for the miles to be credited to your Asiana Club account. Other advertised promotional bonus miles offers can vary from this promotion and may not be substituted. Miles are not your property and have no cash value. 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.

As an Asiana Cardmember, you will receive:

One (1) \$100 annual rebate towards purchase of 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).

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, seat class upgrade or excess bag allowance. Asiana Club miles required to redeem varies depending on the routes and seasons. You can redeem certificate by combining your Asiana Club miles. A seat upgrade must be purchased in order to use seat 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 American Express Card from Bank of America must be presented at time of redemption. For reward air ticket redemption or seat 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 American Express 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 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 <http://us.flyasiana.com>) apply to miles earned through use of the Asiana American Express Card from Bank of America. Terms and conditions of the Asiana Card may change without notice and other restrictions may apply.

See program rules for more details. The Program Guide, containing the program rules, will be provided upon approval.

Mobile Banking. Mobile Banking requires enrollment through the Mobile Banking app, Mobile Website or Online Banking. View the [Online Banking Service Agreement](#) for more information. Data connection required. Wireless carrier fees may apply. The Mobile Banking app is available on iPad, iPhone, and Android devices.

Alerts. Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. The Mobile Banking app and Mobile Banking app alerts are not available on select devices. Mobile Banking app alerts are not available on the Mobile Website.

\$0 Liability Guarantee. The \$0 Liability Guarantee covers fraudulent purchases and payments made by others using your account. To be covered, don't share personal or account information with anyone. Claims may only be filed by 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. Limitations and exclusions apply to benefits described here and in the Your Cardmember Benefits Guide. Car Rental Loss & Damage Insurance (which provides coverage in excess of other insurance) and Travel Accident Insurance Coverage underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. Certain conditions, restrictions, and exclusions apply. Refer to Your Cardmember Benefits Guide for further details. Emergency Assistance Service and Emergency Roadside Assistance provided by AXA Assistance USA, Inc. Limitations and exclusions apply to benefits described here and in the Your Cardmember Benefits Guide. Refer to Your Cardmember Benefits Guide for complete details and restrictions. Extended Warranty and Retail Protection coverage provided by Virginia Surety Company, Inc., Chicago, IL. Certain conditions, restrictions, and exclusions apply. Refer to Your Cardmember Benefits Guide for further details. In arranging card benefits, an American Express entity may act on behalf of the insurer and receive compensation that may vary by insurance provider and product. An American Express entity also may act as reinsurer and receive reinsurance income. Concierge service is provided by LesConcierges, Inc. and is available for personal use of the cardholder, his or her spouse, and dependents under 22. Available by phone, 24 hours a day, 7 days a week. Significant terms and conditions apply. You are responsible for the cost of any items or services arranged on your behalf. The Identity Theft Recovery Unit is provided by Intersections, Inc. Refer to Your Cardmember Benefits Guide for complete details and restrictions.

Overdraft Protection. Overdraft transfers to your eligible Bank of America checking 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 checking account. If you link your Bank of America checking 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 checking 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 checking 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. 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 checking account to your credit card will end any Overdraft Protection connections to your Bank of America savings 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 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. American Express is a federally registered service mark of American Express and is used by the issuer pursuant to a license. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation.

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