



### 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.

Annual Percentage Rate (APR)	<b>0%</b> Introductory APR for the first 12 Statement Closing Dates following the
for Purchases	opening of your account.
	After that, your APR will be <b>14.99%</b> to <b>22.99%</b> , based on your
	creditworthiness when you open your account. This APR will vary with the
	market based on the Prime Rate.
APR for Balance Transfers	14.99% to 22.99%, based on your creditworthiness when you open your account
	After that, your APR will vary with the market based on the Prime Rate.
APR for Cash Advances	17.99% to 24.99%, based on your creditworthiness when you open your account
	for Direct Deposit and Check Cash Advances, and
	<b>24.99%</b> for Bank Cash Advances. <i>See footnotes</i> <sup>1</sup> and <sup>2</sup> for explanation.
	These APRs will vary with the market based on the Prime Rate.
Penalty APR	Up to <b>29.99%</b> , based on your creditworthiness.
and When it Applies	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:
	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	Your due date is at least 25 days after the close of each billing cycle. We will not
Purchases	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 Protection Bureau	To learn more about factors to consider when applying for or using a credi card, visit the website of the Consumer Financial Protection Bureau at http www.consumerfinance.gov/learnmore

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Annual Fee	None
Transaction Fees	
Purchases	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.
Balance Transfers	Either <b>\$10</b> or <b>3%</b> of the amount of each transaction, whichever is greater.
Cash Advances	Direct Deposit and Check Cash Advances: Either <b>\$10</b> or <b>3%</b> of the amount of each transaction, whichever is greater.
	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.
	Overdraft Protection Cash Advances (if enrolled): <b>\$12</b> for each transaction (not assessed if checking account overdrawn by less than
	\$12).
Foreign Transactions	None
Penalty Fees	
Late Payment	Up to <b>\$38</b>
Returned Payment	Up to <b>\$27</b>

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> Any Direct Deposits completed at the time your application is processed will be Balance Transfers.

<sup>2</sup> 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.

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

<u>Penalty Fees</u>: 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.

<u>Penalty APR</u>: 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 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 Plus<sup>®</sup> account. The benefits for Platinum Plus<sup>®</sup> accounts differ from Visa Signature<sup>®</sup> 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. If additional development is necessary based on the application information provided, we will make every attempt to contact you.

#### **FEATURES**

BankAmericard Travel Rewards® Program Information. Earn 1.5 base points per dollar of new Net Purchases (qualifying purchases less credits, returns, and adjustments) charged to the card each billing cycle. You will earn 3 points per dollar (consisting of 1.5 bonus points and 1.5 base points) for the first \$6,000 in airline purchases (up to 9,000 bonus points) made at the Bank of America Travel Center each calendar year. All other purchases made at the Travel Center, excluding insurance purchases, will receive 3 points per dollar with no limit on bonus points. A 10% Customer Points Bonus will be added to the base points you earn on every new Net Purchase if either the primary or co-applicant for this card has an active consumer ( non-business) checking, savings or individual retirement account with Bank of America, N.A. ("qualifying account"), or who is a client of Merrill Edge<sup>®</sup>, Merrill Lynch, Pierce, Fenner & Smith Incorporated or U.S. Trust (excluding 401(k) or other employer sponsored plans and 529 plans). To earn the Customer Points Bonus, your qualifying account must be open and maintain a balance at all times and/or have had a deposit in the previous 90 days. It may take up to 35 days to begin earning the Customer Points Bonus on new Net Purchases when you open a qualifying account. 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 points. Rewards begin at 2,500 points. Points redeemed for a travel credit will be applied as a statement credit to your account to offset qualifying travel purchases. A travel credit will be available to redeem for purchases from the Travel Center or for qualifying travel purchases made as defined by the following merchant categories: (a) Airlines, Air Carriers (representing individual major airline carriers, and Airlines/Air Carriers); (b) Lodging-Hotels, Motels, Resorts (representing individual major hotel/motel chains and Hotels/Motels/Resorts); (c) Car Rental Agencies (representing individual major agencies; and Automobile Rental Agency); (d) Cruise Lines; Travel Agencies and Tour Operators; (e) Taxicabs and Limousines; (f) Passenger Railways; (g) Transportation-Suburban and Local Commuter Passenger, including Ferries; (h) Bus Lines; (i) Transportation Services-not elsewhere classified; (j) Real Estate Agents and Managers-Rentals; (k) Timeshares; (l) Campgrounds and Trailer Parks; (m) Motor Home and Recreational Vehicle Rental; (n) Tourist Attractions and Exhibits; (o) Art Dealers and Galleries; (p) Amusement Parks, Carnivals, Circuses, Fortune Tellers; (q) Aquariums, Dolphinariums, Zoos, and Seaquariums; (r) Boat Leases and Boat Rentals; or (s) Recreation Services-not elsewhere classified. Eligible purchases will be available for redemption for a travel credit for a period of 12 months. Points can also be redeemed for cash rewards and gift cards. Other significant terms apply. Program subject to change. For more information, visit bankofamerica.com. Details accompany new account materials.

**Bonus Points Offer.** You will qualify for 20,000 bonus points if you use your new credit card account to make any combination of Purchase transactions totaling at least \$1,000 (exclusive of any fees, returns and adjustments) that post to your account within 90 days of the account open date. Limit one (1) bonus points offer per new account. This one-time promotion is limited to new customers opening an account in response to this offer. Other advertised promotional bonus points offers can vary from this promotion and may not be substituted. Allow 8-12 weeks from qualifying for the bonus points 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. 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.** Certain restrictions apply to each benefit. Platinum Plus<sup>®</sup> card benefits differ from Visa Signature<sup>®</sup> 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 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 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.

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The Bank of America<sup>®</sup> Privacy Notice is available at <u>bankofamerica.com</u> 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. The rewards program is managed in part by independent third parties, the State Seller of Travel registration numbers for Orbitz, LLC in the states that require registration are: California CST 2063530-50 (registration as a seller of travel does not constitute approval by the State of California). This Seller of Travel is not a participant in the California Travel Consumer Restitution Fund. California law requires certain sellers of travel to have a trust account or bond. This business has a bond issued by Fidelity and Deposit Company of Maryland in the amount of \$50,000. Washington: 602 108 724. 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. Platinum Plus, BankAmericard Travel Rewards, Merrill Edge, Merrill Lynch Cash Management Account, U.S. Trust, Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. All other company and product names and logos are the property of others and their use does not imply endorsement of, or an association with, the rewards program.