

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

<p>Annual Percentage Rate (APR) for Purchases</p>	<p>12.99% to 22.99%, based on your creditworthiness when you open your account.</p> <p>After that, your APR will vary with the market based on the Prime Rate.</p>
<p>APR for Balance Transfers</p>	<p>12.99% to 22.99%, based on your creditworthiness when you open your account.</p> <p>After that, your APR will vary with the market based on the Prime Rate.</p>
<p>APR for Cash Advances</p>	<p>15.99% to 24.99%, based on your creditworthiness when you open your account, for Direct Deposit and Check Cash Advances, and 24.99% for Bank Cash Advances. <i>See footnotes ¹ and ² for explanation.</i></p> <p>These APRs will vary with the market based on the Prime Rate.</p>
<p>Penalty APR and When it Applies</p>	<p>Up to 29.99%, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to new transactions on your account if you:</p> <ul style="list-style-type: none"> • Make a late payment. <p>How Long Will the Penalty APR Apply?: If your APRs are increased, the Penalty APR will apply indefinitely.</p>
<p>How to Avoid Paying Interest on Purchases</p>	<p>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</p>

	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 credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	\$0 Introductory Fee for the first year. After that, your Annual Fee will be \$59 .
Transaction Fees	<ul style="list-style-type: none"> • Purchases Purchases of wire transfers from a non-financial institution: Either \$10 or 5% of the amount of each transaction, whichever is greater. • Balance Transfers Either \$10 or 3% of the amount of each transaction, whichever is greater. • Cash Advances Direct Deposit and Check Cash Advances: Either \$10 or 3% of the amount of each transaction, whichever is greater. 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. Overdraft Protection Cash Advances (if enrolled): \$12 for each transaction (not assessed if checking account overdrawn by less than \$12). 3% of the U.S. Dollar amount of each transaction made in a foreign currency or made in U.S. Dollars that is processed outside the United States. This fee will be in addition to any other applicable fee. • Foreign Transactions
Penalty Fees	<ul style="list-style-type: none"> • Late Payment Up to \$38 • Returned Payment Up to \$27

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.

¹ Any 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.

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 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 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

Spirit Airlines World MasterCard[®] Rewards Program Summary. If you are not a current member of the Spirit Airlines FREE SPIRIT[™] Miles Program, you will automatically be enrolled upon card approval. Miles earnings are based on qualifying purchases less credits, returns and adjustments (“Net Purchases”) charged to the card each billing cycle. Earn two miles for every dollar of 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.

You will receive 15,000 bonus miles after first use of the account for a purchase (that is not later returned or rescinded) that is posted after account opening. These bonus miles will be awarded at the close of your billing statement after you make your first purchase. Other advertised promotional bonus miles offers can vary from this promotion and may not be substituted. You will be awarded an annual bonus of 5,000 miles if you make at least \$10,000 in Net Purchases on your card within a year (a year being the 12 billing statements issued within any anniversary year) and pay your annual fee. The bonus miles will be posted to your miles account within four to six weeks of the anniversary of your card's open date. 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.

Please visit Spirit.com to redeem your miles. As a Spirit Airlines MasterCard cardholder, you will receive access to special reduced roundtrip award redemption levels. Please note that miles are subject to expiration. Please see www.spirit.com/Legal.aspx for the FREE SPIRIT Miles Terms and Conditions that addresses miles expiration. To maintain miles, you must be an Active Member of the

FREE SPIRIT Miles Program. All award travel is subject to the FREE SPIRIT Miles Program Terms and Conditions and is subject to taxes, fees, and certain restrictions. Please see www.spirit.com/awardtaxesandfees for more details.

Other significant terms apply. Program subject to change. A complete set of all Program Rules and Terms and Conditions will be provided upon approval with your new account materials.

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. 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 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. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated, and are used by the issuer pursuant to license. Bank of America is a registered trademark of Bank of America Corporation.

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