

# **Example of Credit Card Agreement for Bank of America<sup>®</sup> Secured Mastercard<sup>®</sup> and Visa<sup>®</sup> accounts**

This information is accurate as of June 30, 2022.

This credit card program is issued and administered by Bank of America, N.A. Mastercard is a registered trademark of Mastercard International Incorporated, and is used by the issuer pursuant to license. Visa is a registered trademark of Visa International Service Association, and is used by the issuer pursuant to license from Visa U.S.A. Inc. Bank of America is a registered trademark of Bank of America Corporation.

## PRICING INFORMATION

Actual pricing will vary from one cardholder to another

<b>Annual Percentage Rates for Purchases</b>  These APRs will vary with the market based on the Prime Rate (as of 06/30/2022)	Prime + 19.74% to Prime + 20.74% <b>(APR) 24.49% to 25.49%</b> (DPR) 0.067095% to 0.069835%
<b>Annual Percentage Rates for Balance Transfers</b>  These APRs will vary with the market based on the Prime Rate (as of 06/30/2022)	Prime + 19.74% to Prime + 20.74% <b>(APR) 24.49% to 25.49%</b> (DPR) 0.067095% to 0.069835%
<b>Annual Percentage Rates for Direct Deposit and Check Cash Advances</b>  These APRs will vary with the market based on the Prime Rate (as of 06/30/2022)	Prime + 22.74% to Prime + 23.74% <b>(APR) 27.49% to 28.49%</b> (DPR) 0.075315% to 0.078054%
<b>Annual Percentage Rates for Bank Cash Advances</b>  These APRs will vary with the market based on the Prime Rate (as of 06/30/2022)	Prime + 25.74% <b>(APR) 30.49%</b> (DPR) 0.083534%
<b>Penalty APR and When it Applies</b>	None or 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 APR is increased for this reason, the Penalty APR will apply indefinitely.
<b>Paying Interest</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. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Account Fees</b>	
<b>Transaction Fees</b>	
Balance Transfer % of Transaction	<b>0% to 3%</b>
ATM Cash Advance % of Transaction	<b>5%</b> (min: \$10 to max: uncapped)
Cash Equivalent % of Transaction	<b>5%</b> (min: \$10 to max: uncapped)
Check Cash Advance % of Transaction	<b>0% to 3%</b>
Direct Deposit % of Transaction	<b>0% to 3%</b>
Over the Counter Cash Advance	<b>5%</b> (min: \$10 to max: uncapped)

% of Transaction	
Same-Day Online Cash Advance % of Transaction	<b>5%</b> (min: \$10 to max: uncapped)
Foreign Transaction % of Transaction	<b>0% to 3%</b>
Wire Transfer % of Transaction	<b>5%</b> (min: \$10 to max: uncapped)
<b>Penalty Fee</b>	
Late Payment Fee	Up to <b>\$40</b>

**How We Will Calculate Your Balance:** For Purchase balances, we will use a method called “average daily balance (including new Purchases).” See the section titled *Balances Subject to Interest Rate* in your Credit Card Agreement for more details.

For Balance Transfer and Cash Advance balances, we will use an Average Balance Method (including new Balance Transfers and Cash Advances): This balance is figured by adding the outstanding balance (including new Balance Transfers and Cash Advances and deducting payments and credits) for each day in the current billing cycle, together with the balances for each day in the previous billing cycle for balance transfers and cash advances with transaction dates in the previous cycle and posting dates in the current cycle, and then dividing by the number of days in the current billing cycle.

**Military Lending Act Disclosure:** The following disclosure applies to persons covered by the Military Lending Act – other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. The following disclosure is required by the Military Lending Act.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please refer to the *Total Minimum Payment Due* section of the Credit Card Agreement accompanying this disclosure to see how your monthly minimum payment is calculated.

Please call our dedicated Military Lending Act toll free number at 844.441.9168 or call collect at 302.318.8745 with any questions or concerns.

# CREDIT CARD AGREEMENT

## YOUR SECURITY AGREEMENT (DEPOSIT ACCOUNT) WITH US FOR YOUR FULLY OR PARTIALLY SECURED CREDIT CARD

- 1. This is the "Security Agreement"** referred to on the Application. "Bank" means Bank of America, N.A. "You," "your" and "yours" refer to each person signing and/or submitting the Application, with each of you being referred to as a "Cardholder". You are furnishing and granting the Bank a security interest in the Deposit Account at Bank of America, N.A. or one of its affiliates. "Deposit Account" or "Collateral Account" means the deposit account opened pursuant to the Application, as well as additions to, substitutions or renewals of that Deposit Account, which you have, by signing and/or submitting the Application, granted to the Bank to secure the Debt (as defined below). "Secured Card Account" means the secured credit card account to be established by the Bank upon receipt of the Application Form. "Debt" means all obligations to the Bank, including any continuing guaranty arising from the Secured Card Account, as well as each extension, refinance or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Agreement, including fees for independent and/or in-house counsel, where allowed by law. No portion of Deposit Account will be available to you or may be used to secure other loans.
- 2. Bank's Rights over Deposit Account.** The Bank may make settlements or compromises on the Deposit Account; transfer the Deposit Account to the Bank's own name; or exercise ownership rights on the Deposit Account. You waive any right to require the Bank to: (a) proceed against any Cardholder or any other person; (b) proceed against or exhaust any security held under this Security Agreement; or (c) pursue any other remedy in the Bank's power. The Bank may, without prior notice, and from time to time: (a) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (b) take and hold security (other than the Collateral Account) for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (c) release or substitute any Cardholder, guarantor, or endorser of the Debt; and (d) increase or lower the Total Credit Line on your Secured Card Account, and no such action shall change the fact that the Deposit Account at all times will be held by the Bank as security for the Debt.
- 3. Defaults.** The Bank may, without prior notice, declare you in default of the Debt if: (a) you fail to meet the conditions, to perform any obligation, or to make any payment under this agreement or any other agreement that you make relating to the Debt; (b) you withdraw or transfer from the Deposit Account any funds pledged under this Agreement; (c) you have given the Bank false or misleading information or misrepresentations; (d) any Cardholder dies; (e) any government authority takes action which the Bank believes adversely affects your financial condition or ability to repay the Debt; (f) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (g) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. If you default, the Bank may declare all of the Debt immediately due and payable. Bank may also exercise all the rights of an owner of the Deposit Account.
- 4. Enforcing the Agreement.** Upon any default, Bank is authorized to act as owner of the Deposit Account and to apply all or any portion to: (a) the Bank's costs in enforcing its rights hereunder; (b) the interest and fees relating to the Debt; and (c) the principal of the Debt. Bank is irrevocably appointed as attorney-in-fact to execute any instruments required to satisfy Debt. This Agreement is governed by the laws of the state in which the Bank and Deposit Account are located. Bank's rights stated in this Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against Bank. Bank can exercise its rights against Deposit Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until Debt is fully repaid, and you have no further obligations under this Agreement, you will subordinate in favor of Bank any right of subrogation and any right to enforce a remedy Bank now has or may later have.
- 5.** After receipt of payments on the Secured Card Account, Bank may withhold the release of available credit equal to the amount of the payment for a period of time to ensure that sufficient funds are available.
- 6. Return of Security Deposit.** There are two scenarios that may result in your security deposit being returned, and in the second scenario, you will be allowed to continue to use your card: (a) If you pay your balance in full and close your credit card account, we'll return your security deposit, which can take up to two billing cycles plus ten days; (b) Periodically, we will review your overall credit history to see if you qualify to have your security deposit returned. A decision to return the security deposit is based on responsible credit management across all of your credit cards and loans, including Bank of America and others. Not all customers will qualify. If the Bank determines that the collateral from "Deposit Account/Collateral Account" shall be released, the Bank will pay the collateral amount to the Primary Applicant either by (a) depositing funds into an account with the Bank on which the Primary Applicant is one of the owners, or (b) some other method deemed sufficient by the Bank.

## YOUR CONTRACT WITH US

This document, and any future changes to it, is your contract with us. We will refer to this document as your "Agreement" or "Credit Card Agreement"; these terms also include any changes we may make to this document from time to time.

**We reserve the right to amend this Agreement at any time**, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and North Carolina law that are in effect at that time.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

**The reasons we may amend this Agreement include the following:**

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
- Changes to overall economic and market trends, product design, and business needs.

"We", "us", "our" means Bank of America, N.A.

"You" and "your" mean each and all of the persons who are granted, accept or use the account and any person who has guaranteed payment of the account.

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

## TYPES OF TRANSACTIONS

You may obtain credit in the form of **Purchases, Balance Transfers, and Cash Advances**, by using cards, access checks, an account number, or other credit devices. Balance Transfers and certain Cash Advances, such as Direct Deposits, are made available to you at our discretion. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement. Sign your card before using it. A Personal Identification Number (PIN) is associated with your credit card as of the opening of your account. You may be required to use a PIN to make an ATM Cash Advance or to complete Purchases at certain merchant terminals, generally overseas. You can obtain your PIN by going to our online banking site or our mobile application, or contacting us. An access check is a check we provide to you to obtain credit on this account. All access checks include an expiration date printed at the top. We will honor access checks received for payment by us before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored.

**Purchase** means the use of your card or account number (including through the use of an enabled mobile device) to:

1. buy or lease goods or services;
2. buy wire transfers from a non-financial institution (Wire Transfer Purchase);
3. make a transaction that is not otherwise a Cash Advance.

Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

**Balance Transfer** means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

A **Cash Advance** means the use of your account for a loan in the following ways:

1. **Direct Deposit:** by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request. A Direct Deposit does not include an Overdraft Protection Cash Advance or a Same-Day Online Cash Advance.
2. **Check Cash Advance:** by an access check you sign as drawer.
3. **Bank Cash Advance:** by loans accessed in the following manner:
  - a. **ATM Cash Advance:** at an automated teller machine;
  - b. **Over the Counter ("OTC") Cash Advance:** at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks);
  - c. **Same-Day Online Cash Advance:** by a same day online funds transfer to a deposit account;
  - d. **Overdraft Protection Cash Advance:** by a transfer of funds to a deposit account pursuant to an overdraft protection program (see the section titled *Overdraft Protection* below);
  - e. **Cash Equivalents:** by the purchase of foreign currency, money orders, travelers checks, or to obtain cash, each from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips, cryptocurrency, or bail bonds, with your card or account number (including through the use of an enabled mobile device).

Cash Advances include Transaction Fees and adjustments associated with any Cash Advance.

All Bank Cash Advances are subject to the Cash Credit Line. For more information on credit lines, please refer to the section titled *Your Credit Lines* within this Agreement.

You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases, Balance Transfers, or various types of Cash Advances.

### YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE PHONE OR OTHER MOBILE DEVICES

Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance.

In certain instances, those transactions will replicate using your card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit card.

### FOREIGN TRANSACTIONS

A "Foreign Transaction" is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions

include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Foreign Transaction, we will assess the Foreign Transaction Fee [see the Pricing Information table for fee amount]. If a transaction is made in a foreign currency, the transaction will be converted by Visa International or Mastercard International, depending on which card is associated with this account, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate used by Visa is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa receives; or (b) the rate mandated by a government or governing body in effect for the applicable processing date. The currency conversion rate for Mastercard is based on (a) rates observed in the wholesale market or (b) government-mandated rates, where applicable, for the transaction date or the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## INTEREST AND FEES

### INTEREST RATES - ANNUAL PERCENTAGE RATES (APRs)

This section provides the interest rates, also referred to as corresponding Annual Percentage Rates (APRs), which are applicable to your account. The APR corresponds to the Daily Periodic Rates (DPRs): the APR is equal to the DPR multiplied by 365, and the DPR is equal to the APR divided by 365. Interest charges are calculated by using the DPR. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to the *How to Calculate Variable Rates* section within this summary.

### PROMOTIONAL RATES AND FEES

Promotional or Introductory Offers are temporary APRs (Promotional or Introductory Rates) or transaction fees (Promotional or Introductory Fees) that are offered on certain qualifying new transactions for a specified period of time. Each Offer will be assigned a unique Offer ID which will appear on your credit card statement after the first qualified new transaction for that Offer. If you revolve your balance to take advantage of a Promotional or Introductory Offer, all transactions and balances, including purchases, will be charged interest.

### CURRENT RATES

Your current rate is the rate that will apply to transactions that are not subject to an Introductory or a Promotional Rate.

[see the Pricing Information table for current rates]

### RATES FOR PROTECTED BALANCES

When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

### PENALTY APR AND WHEN IT APPLIES

#### (If your account is subject to Penalty APR)

The Penalty APR is the APR(s) which may be applied to new Purchases, Balance Transfers, and Cash Advances, for certain default occurrences as described below.

We may increase the APRs on new transactions up to the Penalty APR, based on your creditworthiness, each time a Total Minimum Payment Due is not received by its applicable Payment Due Date. We may elect to set your APRs for Purchases, Balance Transfers, Direct Deposit and Check Cash Advances, and Bank Cash Advances

to different Penalty APRs. We will provide you with a minimum of 45 days advance notice. An increased Penalty APR will remain in effect indefinitely.

Penalty APRs are variable rates calculated using the variable rate formula with a margin of up to 26.74 percentage points; this currently results in an APR of **31.49%** (0.086273% DPR). The calculated Penalty APR using this variable rate formula will not exceed 29.99%.

### HOW TO CALCULATE VARIABLE RATES

Variable Rates are calculated by adding together an index and a margin. This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

### CALCULATION AND BILLING OF INTEREST CHARGES

We calculate interest by multiplying each Balance Subject to Interest Rate by its applicable DPR and that result is multiplied by the number of days in the billing cycle. Interest is calculated and posted to the applicable Purchase, Balance Transfer or Cash Advance balance on the last day of the billing cycle after all other transactions have posted and payments have been allocated.

### BILLING CYCLE

A billing cycle is a time period that ends on a Statement Closing Date (or Closing Date) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

### PAYING INTEREST

When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each Balance Subject to Interest Rate.

We will not charge you any interest on Purchases if you always pay your entire New Balance Total by the Payment Due Date. Specifically, you will not pay interest for an entire billing cycle on Purchases if you Paid in Full the two previous New Balance Totals on your account by their respective Payment Due Dates; otherwise, each Purchase begins to accrue interest on its transaction date or the first day of the billing cycle, whichever date is later.

We will begin accruing interest on Balance Transfers and Cash Advances on the transaction date. The transaction date for access checks is the date the check is first deposited or cashed.

New Balance Total means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement.

Pay in Full or Paid in Full means payments and credits (excluding credits made in accordance with first-year fee limits or the Military Lending Act) in a billing cycle totaling at least your previous billing cycle's New Balance Total.

Your Payment Due Date will be at least 25 days from your statement Closing Date and will fall on the same calendar day each month.

## BALANCES SUBJECT TO INTEREST RATE

**Average Daily Balance Method (including new Purchases):** We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases by: (1) calculating a daily balance for each day in the current billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

**Average Balance Method (including new Balance Transfers and new Cash Advances):** We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current billing cycle that had a "Pre-Cycle balance" – a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to the current billing cycle but with a posting date within the current billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; (3) add new Balance Transfers, Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to the current billing cycle that had a Pre-Cycle balance, we: (1) take the beginning balance attributable solely to a Pre-Cycle balance (which will be zero on the transaction date associated with the first Pre-Cycle balance); (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; and (3) add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

## TRANSACTION FEES

We will assess the following Transaction Fees to your account in the same balance category to which the transaction is posted, [see the Pricing Information table for fee amounts].

Balance Transfer

ATM Cash Advance

Cash Equivalent

Check Cash Advance

Direct Deposit

Over the Counter Cash Advance

Same-Day Online Cash Advance

Foreign Transaction

Wire Transfer Purchase

## ACCOUNT FEES

The following fees are assessed as Purchases in the billing cycle in which the fees accrue:

We will assess a Late Fee, if the Total Minimum Payment Due shown on your monthly statement is not received by us on or

before its Payment Due Date. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. On the Late Fee transaction date: [see the Pricing Information table for fee amount].

## PAYMENTS AND DEFAULT

### YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account.

### PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

### PAYMENT CONVERSIONS

We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy.

### TOTAL MINIMUM PAYMENT DUE

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes three amounts: (1) 1.00% of your balance (your New Balance Total except for any new interest charges and any new Late Fee), and (2) new interest charges, and (3) any new Late Fee. Your current Payment will not be less than \$35.00. We round the payment amount down to the nearest dollar.

The Total Minimum Payment Due will not be greater than your New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

### WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. However, mailed payments need not be sent in a return envelope if we sent you a statement without a return envelope. Payments received

after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

#### **HOW WE ALLOCATE YOUR PAYMENTS**

Monthly minimum payments are required when you carry a balance. 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. If a payment is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases on the account.

#### **PROMISE TO PAY APPLIES TO ALL PERSONS**

All persons who initially or subsequently request, are granted, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

#### **DEFAULT**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your Total Credit Line; (3) your Bank Cash Advance balance exceeds your Cash Credit Line; or (4) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through Bank of America, you will be deemed in default or delinquent if you fail to make a payment within 90 days of your Payment Due Date.

#### **WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT**

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

#### **OTHER PAYMENT TERMS**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

#### **MODIFICATIONS TO REQUIRED MINIMUM MONTHLY PAYMENTS**

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the bank is working with borrowers affected by a federally declared disaster. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and

other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

## **CREDIT AVAILABILITY**

#### **YOUR CREDIT LINES**

Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your card and, generally, on each monthly statement. The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your credit lines from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

#### **WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LINES**

The total outstanding balance on your account plus authorizations at any time must not be more than your Total Credit Line. The total outstanding balance of your Bank Cash Advances (plus authorizations) must not be more than your Cash Credit Line.

Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit line, we may: (1) permit the transaction without raising your credit line; (2) permit the transaction and treat the amount of the transaction that is more than the credit line as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

#### **WE MAY SUSPEND OR CLOSE YOUR ACCOUNT**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. We may elect to not honor any access check which is written after the expiration date printed on that check. You may close your account at anytime by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the account is closed. You must destroy all cards, access checks or other credit devices on the account when the account is closed.

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your



account.

### **REFUSAL TO HONOR YOUR ACCOUNT**

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

### **RECURRING PREAUTHORIZED TRANSACTIONS**

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

## **LIMITATIONS/WARNINGS**

### **PURPOSES FOR USING YOUR ACCOUNT**

You may not use this account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked.

### **PERSONS USING YOUR ACCOUNT**

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending or otherwise intentionally making your card, account number, or credit device accessible to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card or other credit device.

### **ACCESS CHECKS**

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly

as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense arising out of the action we elect to take.

## **MISCELLANEOUS**

### **OVERDRAFT PROTECTION**

If your eligible deposit account with Bank of America is linked to this account, this overdraft protection feature (which may also be referred to as Balance Connect™) will allow funds to be transferred (overdraft protection transfers) from this account into your designated deposit account with Bank of America when transactions occur on your deposit account, such as checks or other debits, that if paid would cause the deposit account to be overdrawn (overdraft transactions). Overdraft protection transfers include automatic transfers to cover deposit account fees. Overdraft protection transfers are processed after close of business Monday through Friday and are treated as Overdraft Protection Cash Advances.

Each day's overdraft transactions to be funded by this account will be totaled up to your available Cash Credit Line, regardless of who initiated the overdraft transactions. For example, if your deposit account has a balance of \$5.00 and a check or other debit item for \$125.00 is presented for payment, which if paid would cause your deposit account to be overdrawn then an overdraft protection transfer of \$120.00 will be made to your deposit account and an Overdraft Protection Cash Advance of \$120.00 will post to this account. The Portion of Credit Available for Cash on this account must be sufficient to cover the amount of overdraft transactions to be funded by this account (received by Bank of America that day); otherwise one or more of the overdraft transactions for that day will be rejected. Payments or credits to this account may not impact your Portion of Credit Available for Cash as shown on your periodic statement until after the posting date of the payments or credits.

Overdraft protection transfers incur interest charges from the transaction date. We may permit or refuse to permit any overdraft protection transfer that would cause you to exceed the Cash Credit Line of this account. This overdraft protection feature will automatically be cancelled if this account is closed by either you or us, or at any time upon your request, and may also be cancelled according to the terms of your deposit account. Your overdraft transactions remain subject to the terms of your deposit account with Bank of America, any related enrollment agreement and this Agreement.

### **TELEPHONE CALLS: CALLING, MONITORING AND RECORDING**

You consent to and authorize Bank of America, any of its affiliates, its marketing associates, and independent contractors, including servicers, vendors, and collection agents, to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you

about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts. This may include communications from companies working on our behalf to service your account. Message and data rates may apply.

**Communication Revocation:** If you do not want to receive automatically dialed communications for this account, including prerecorded messages or texts, as described above, you must (1) provide us with written notice revoking your prior consent; and (2) in that written notice, include your name and mailing address as they appear on the account, and the last four digits of your account number. The notice must be sent to the address listed below.

PO Box 653064  
Dallas, TX 75265-3064

### **CREDIT REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION**

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: Bank of America, N.A., Credit Reporting Agencies, P.O. Box 653059, Dallas, TX 75265-3059. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

### **BENEFITS**

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the Benefits Guide and other official documents provided to you from time to time by or on behalf of Bank of America. We may adjust, add, or delete benefits and services at any time and without notice to you.

### **WE MAY SELL YOUR ACCOUNT**

We may at any time, and without notice to you, sell, assign or transfer your account, any amounts due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.

### **YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS**

You must notify us promptly when you change your address. We may also change your address if so notified by the post office or others.

### **WHAT LAW APPLIES**

This Agreement is made in North Carolina and we extend credit to you from North Carolina. This Agreement is governed by the laws of the State of North Carolina (without regard to its conflict of laws principles) and by any applicable federal laws.

### **PROVISIONS OF THIS AGREEMENT ARE SEVERABLE**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

We use section headings (e.g., *Types of Transactions*) to organize this Agreement. The headings are for reference purposes only.

### **UNAUTHORIZED USE OF YOUR ACCOUNT**

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1.800.421.2110.

### **SECURITY INTEREST**

This account is secured by the Deposit Account referred to in the Security Agreement. We have included the Security Agreement in the first part of this document. You have affirmatively agreed to and granted to us a security interest in the Deposit Account. We can transfer funds from the Deposit Account to this secured account if you default on the debt arising from this account. Such instances of your default are described herein and in the Security Agreement, and may include, for example, your failing to make a payment.

## **YOUR BILLING RIGHTS**

### **Keep This Document For Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Bank of America  
P.O. Box 672050  
Dallas, TX 75267-2050

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

Note: It is very helpful if your letter includes the transaction date and the reference number for the charge, if available.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically using online or mobile banking. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Total Credit Line.

After we finish our investigation, one of two things will happen:

- If we determine there was a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent, including to credit reporting agencies, if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically using online or mobile banking at:

Bank of America  
P.O. Box 672050  
Dallas, TX 75267-2050

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.