Bank of America Rewards™ Gold and Accelerated Rewards® American Express®

Program Rules

It’s easy to earn Points—simply use your Card for everyday purchases, like buying groceries, filling the gas tank or paying your utility bill.

There’s no additional cost to participate in the Program, and you and your authorized users are automatically enrolled.

Your Rewards at a glance:

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<th>Earn 1.25 Points per $1 spent in Net Purchases</th>
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<td>Preferred Rewards/Banking Rewards for Wealth Management Bonus (if qualified &amp; enrolled): Earn 25%–75% more Points*</td>
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<td>Redeem</td>
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<td>Minimum Redemption</td>
<td>Redemptions start at 2,500 Points</td>
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* See page 2 for eligibility details.

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The following Program Rules provide what you need to know about the WorldPoints® Rewards program. Please review this document and keep it for reference. If We make any changes to the Program, We'll let you know on bankofamerica.com, or by mail.
Basic terms and definitions

**Account in Good Standing**—An account that is open and has charging privileges

**Base Points**—The number of Points you will earn with each purchase

**Billing Cycle**—The period of time between monthly bills or billing statements, as defined in your Credit Card Agreement

**Bonus Points**—The number of additional Points you can earn with each purchase, subject to the terms of certain bonus offers or enrollment-based programs

**Card**—A Bank of America Rewards™ Gold and Accelerated Rewards American Express® credit card with WorldPoints® Rewards

**Cardmember (also referred to as “you”)**—Individual Card customers, joint Card customers and authorized users, if any, with a Bank of America Rewards Card account and charging privileges (excluding corporations, partnerships or other entities)

**Cash Rewards**—A statement credit, an electronic ACH deposit into a checking or savings account with Bank of America, N.A. ("Bank of America Deposit Account"); a contribution to an eligible Cash Management Account with Merrill Lynch, or a check; Cash Rewards are issued in U.S. dollars

**Co-Applicant**—Joint owner of the Card account who shares full responsibility of account with the Primary Applicant; does not include authorized users

**Eligible Account**—Checking or savings accounts with Bank of America, N.A. ("Bank of America Deposit Account"); Cash Management Accounts with Merrill Lynch. Eligible Accounts are determined by Bank of America, N.A.

**Net Purchases**—The amount of purchases less any credits, returns and adjustments

**Points**—Points that are earned or redeemed through the Program

**Preferred Rewards/Banking Rewards for Wealth Management Programs**—Optional benefits and rewards programs, separate from this Card Program, available to Bank of America customers/Merrill Lynch clients who have met certain deposit account and deposit/investment balance criteria. Qualification and enrollment requirements, and other program details, are available at bankofamerica.com/preferred-rewards

**Primary Applicant**—First-named Cardholder on the Card account

**Program**—The WorldPoints Rewards program

**Program Rules**—Refers to the terms and conditions in this document, which govern the Program; these Program Rules are separate from the terms of the Credit Card Agreement issued with your Card

**Rewards**—Rewards that you can receive by redeeming Points

**Site**—The Program website at bankofamerica.com

**Travel Center**—The website or call center where Cardholders purchase or redeem Points for travel

**Travel Rewards**—Air travel, car rentals and hotels that are paid for fully or partially by redeeming Points

**We/Us/Our**—Bank of America, N.A., the administrator and issuer of the Program

How are my Points calculated?

- We will calculate your Points with each eligible transaction and award (or deduct) the resulting Points, including two decimals (for example, $1.00 x 1.25 = 1.25 Points)
- We calculate and round Base and Bonus Points separately

**Base Points**
- We calculate the number of Base Points you will earn with each purchase or return transaction you make.
• The transaction amount (positive or negative dollars) multiplied by your Base Earn Rate of 1.25 Points equals your Base Points.
• For example, a purchase of $1.00 x 1.25 Base Earn Rate = 1.25 Base Points.
• Similarly, a return of -$1.00 x 1.25 Base Earn Rate = -1.25 Base Points.

**Bonus Points**
• You may earn Bonus Points based on meeting certain criteria or taking certain actions (such as enrolling in the Preferred Rewards program); details will accompany the offer.
• We calculate the number of Bonus Points you will earn with each purchase or return transaction you make, but separately from the calculation for your Base Points.
• The transaction amount (positive or negative dollars) multiplied by the Bonus Earn Rate for that particular offer equals your Bonus Points.
• For example, a purchase of $1.00 x .50 Bonus Earn Rate = 0.50 Bonus Points.
• Similarly, a return of -$1.00 x .50 Bonus Earn Rate = -0.50 Bonus Points.

**Points Rounding**
• Any Points calculations resulting in more than two decimals will be rounded up to the next hundredth of a Point (for example, $1.01 x 1.25 = 1.2625, which is rounded up to 1.27).

**How do I earn Points?**

**Use your Card**
• Earn 1.25 Base Points for every dollar in Net Purchases. $1.00 x 1.25 base earn rate = 1.25 Points.
• There’s no limit to how many Points you can earn.
• From time to time, special promotions may feature the ability to earn bonus Points; details will accompany the offer.

**Transactions not eligible for Points**
You won’t earn Points for:
• Balance Transfers and Cash Advances, including travelers checks, money orders and other cash equivalents
• Fees, interest charges and credit insurance
• Fraudulent transactions

If I’m a Bank of America customer or Merrill Lynch client who has qualified for and enrolled in the Preferred Rewards/Banking Rewards for Wealth Management Program, how do I earn the Preferred Rewards/Banking Rewards for Wealth Management Bonus (“Preferred Rewards/Banking Rewards Bonus”)?

**What you should know**
• To be qualified for enrollment in the Preferred Rewards/Banking Rewards for Wealth Management Programs, you must own certain Bank of America deposit accounts and maintain specific balances in Bank of America deposit accounts and/or in Merrill Lynch investment accounts. Details are available at bankofamerica.com/preferred-rewards.
• The Preferred Rewards/Banking Rewards Bonuses are calculated and awarded separately from any other Bonus Points or account-opening bonus, if applicable.

**How the Preferred Rewards/Banking Rewards Bonus works**
• If either the Primary Applicant or Co-Applicant on the account is enrolled in the Preferred Rewards or Banking Rewards for Wealth Management Programs, the Preferred Rewards/
Banking Rewards Bonus will be added as Bonus Points to the Base Points you earn with each $1 spent in Net Purchases.

- The amount of Bonus Points you earn depends on your Preferred Rewards/Banking Rewards for Wealth Management Program enrollment status and tier (which can change depending on the balance you maintain in your qualifying deposit/investment account(s)) at the time the purchase posts to your account as follows:
  - Gold tier (25% Bonus Earn Rate): Earn 1.56 Points (1.25 Base Points + .31 Bonus Points).
  - Platinum tier (50% Bonus Earn Rate): Earn 1.87 Points (1.25 Base Points + .62 Bonus Points).
  - Platinum Honors tier (75% Bonus Earn Rate): Earn 2.18 Points (1.25 Base Points + .93 Bonus Points).
  - Banking Rewards for Wealth Management (75% Bonus Earn Rate): Earn 2.18 Points (1.25 Base Points + .93 Bonus Points).

- For example, if you earn 100 Base Points, the Preferred Rewards Bonus (based on your tier when the purchase posts to your account) will add 25, 50, or 75 Bonus Points, totaling 125, 150, or 175 Points.

What are the types of Rewards?
Use your Points to enjoy a wide variety of Rewards, including:
- Travel
- Cash
- Gift Cards

How do I redeem my Points?
Just sign in to your Online Banking account at bankoffamerica.com, select your account, select “Rewards,” and click “Redeem Points,” or call 800.434.8313.

What you need to know
- Points are available for redemption as soon as they appear on your monthly billing statement.
- The most up to date number of Points you have available to redeem (which reflects any Points adjustments, transfers, or redemptions) is available online or at the number above and may differ from the available Points shown on your last monthly billing statement.
- You can only redeem Points in whole-Point increments, but any fractions of Points will continue to accumulate toward the next whole Point for future redemptions.
- Points cannot be redeemed if the account is not in good standing, or is closed, at the time of redemption.
- Points accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded.
- In order to redeem for Rewards, you must be an individual (no corporations, partnerships, or entities).
- If a Cardmember voluntarily closes the account, or if We close the account, any unused Points will be immediately forfeited unless specifically authorized by Us.
- When you request a Reward, Points will be deducted from your account based on the Point value of the specific Reward on the date of the request.
- All redemptions are final once processed. Rewards can’t be returned, refunded, exchanged or credited, unless otherwise specified.
- You can’t transfer or sell Points to another person. However, you may be able to transfer Points from one Bank of America account to another. Call for more information to see if your account qualifies.
- Points are non-negotiable and have no cash value except when redeemed for Cash Rewards.
• You must have a valid U.S. postal code for travel redemption over the phone.
• Points expire five years after the month they were earned.

**Travel Rewards**

You can redeem Points for:
• Airline travel
• Car rentals
• Hotel stays

**What you should know**
• Travel Reward redemptions start at 2,500 Points.
• Availability of certain airlines, flights, car rental companies and hotels are limited to those on the Travel Center reservation system. Not all airlines, flights, car rental companies and hotels may be available.
• You’ll earn Points for any additional costs charged on your Card.
• Exchanges or refunds for no-shows or unused portions of travel aren’t allowed. Make sure you provide proper proof of citizenship or naturalization, if required.
• Fees may be charged by the Program for changes and cancellations of travel bookings after travel reservations are confirmed. Additional fees may be imposed by an airline, car rental company or hotel based on their change and cancellation policies. Any applicable change and cancel fees will be disclosed at the time of booking or cancellation.
• Except where allowed by the airline, car rental company or hotel, all redemptions are non-refundable.
• Travel pricing is subject to availability at the time of redemption.
• Travel documents will be sent to the email address you provide at the time of redemption.
• There may be age restrictions for airline, car rental and hotel reservations. Contact the airline, car rental company or hotel directly for details.

### Air Travel Rewards

Use Points to fly to destinations worldwide, using Air Rewards.

<table>
<thead>
<tr>
<th></th>
<th>Air Reward</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Who is eligible</strong></td>
<td>Any Cardmember</td>
</tr>
<tr>
<td><strong>Usable for worldwide travel</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Special booking requirements</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Limits on the cost of flight (maximum dollar value)</strong></td>
<td>No</td>
</tr>
</tbody>
</table>

**What you should know**
• The Travel Center is not responsible for travel itinerary changes made by the airlines. Contact the airline prior to departure for any changes or delays.
• Seating requests made at the time of booking are not guaranteed. Contact airlines directly to confirm your seats.
• Optional charges are not included in the Reward (e.g., baggage fees, tips, insurance, airline amenities).

**Air Reward**
• The number of Points you need to redeem for an Air Reward will be determined at the time of redemption.
• You can redeem for an unlimited dollar value on your ticket.

### Car Rental Rewards

Use your Points to rent a vehicle.
• The number of Points you need to redeem for a Car Rental Reward will be determined at the time of redemption.
• Optional charges are not included in the Reward (e.g., refueling, liability insurance, drop-off charges). You may be required to present a credit card at check-in to cover these charges.
• You must meet credit, age and driver requirements.
• Present your Card when you pick up and return the car.
Hotel Rewards
Stay at any participating hotel worldwide.
• The number of Points you need to redeem for a hotel Reward will be determined at the time of redemption.
• No minimum stay required.
• Accommodations and services vary depending on the property.
• Hotel-mandated fees, such as resort fees, and other optional charges are not included in the award. You may be required to present a credit card at check-in to cover these charges.

Cash Rewards
• You can redeem Points for a statement credit, an electronic ACH deposit into a checking or savings account with Bank of America, N.A. (“Bank of America Deposit Account”), a contribution to an eligible Cash Management Account with Merrill Lynch, or a check.
• Cash Rewards redemptions start at 2,500 Points.
• Cash Rewards can be redeemed in increments of 1 Point.
• There is no limit to the number of Points you can redeem.
• Redemption values resulting in fractions of Cash Rewards will be rounded up to the nearest whole cent.
• See chart below for current Cash Rewards values and their Points requirements.

<table>
<thead>
<tr>
<th>Reward Points</th>
<th>Cash Reward</th>
<th>(1 Point Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,500-9,999</td>
<td>$12.50 - $50.00</td>
<td>$0.005</td>
</tr>
<tr>
<td>10,000-24,999</td>
<td>$80.00 - $200.00</td>
<td>$0.008</td>
</tr>
<tr>
<td>25,000+</td>
<td>$250.00+</td>
<td>$0.010</td>
</tr>
</tbody>
</table>

• This information is available on the Site and is subject to change.

Automatic Redemption
• To turn on automatic redemption, go to the Site or call the number on the back of your Card to designate an Eligible Account.
• When you turn on automatic redemption, you will need to select one of the Points redemption levels. The minimum level selections are: 2,500, 10,000 and 25,000 Points.
• Points expire five years after the month they were earned.

Points expiration rules still apply when auto redemption is turned on. Monitor your Expiring Points Schedule once you have turned on auto redemption.

• The Expiring Points Schedule for your Rewards Card account can be viewed in Online Banking (bankofamerica.com).
• After you select your minimum redemption level, at the end of each calendar month during the month your Points balance meets or exceeds the level, all of your available Points will be automatically redeemed.
• The cash value will be deposited via electronic transfer into the Eligible Account that you selected as long as your Card account is open with active charging privileges.
• See the cash value chart for the redemption Point cash value.
• You can turn off automatic redemption any time through the Site or by telephone. If you do, you will need to request any future Cash Rewards.

Requesting a Statement Credit
• Points redeemed for statement credit to your Card will post to your account within 3 business days of the date of redemption.
• Statement credits will generally be applied to your existing balance with the highest priced Annual Percentage Rate (APR).
• Receipt of a statement credit does not affect your responsibility to pay your Total Minimum Payment shown on each Statement you receive from Us.

Redemptions for an Electronic Deposit into a Bank of America Deposit Account or Contribution to an eligible Merrill Lynch Cash Management Account

• When you redeem Points for an electronic deposit into a Bank of America Deposit Account or for a contribution to a Merrill Lynch Cash Management Account® ("CMA®"), your funds will be transferred electronically and deposited through the Automated Clearinghouse System (ACH) within 5 business days of your request.

• If an electronic deposit is rejected by Us for any reason, We will void the deposit and reinstate the Points to your Card account. If your Card account is closed before the Points can be reinstated, you will forfeit your Points (except if your Card has been reported as lost or stolen, subject to verification).

• If an electronic transfer is rejected, We will notify you within 15 business days of your request at the email address on file.

Requesting a check

• When you request a check, We’ll mail it (first-class) to the billing address on the account within 14 business days. If you request multiple checks, We’ll mail each one separately. The check is payable to the primary Cardmember, not to joint or authorized users.

• The check is valid for 90 days from the date it was issued. After the printed expiration date, the check will be void, and you’ll get a statement credit for the amount within two Billing Cycles. This will appear on your account as a retail credit adjustment.

• We are not responsible for lost, stolen, or undelivered checks.

• Checks can only be shipped within the 50 United States and U.S. Territories.

Gift Card Rewards

Use your Points for gift cards from a variety of retailers.

Shopping online

• Browse the Site for gift card options which are updated regularly.

About gift cards

• Rewards may be issued as gift cards or gift certificates.

• The names and logos of merchants are used with permission of the merchants and all trademarks are the property of their respective owners.

• Your Rewards program does not guarantee the availability of a specific gift card, and the choices available may change without notice.

• Gift cards/certificates are subject to the terms and conditions set by the merchant/retailer who issues the gift card/certificate.

• Visa®, MasterCard®, and American Express® branded gift cards expire if not used prior to the expiration date on the card (approximately 12 months). Additional fees may apply. Visa®, MasterCard®, and American Express® gift card terms and conditions will be sent with the card.

Shipping

• Gift cards can be sent to a P.O. Box or street address.

• Check the Site for gift card shipping terms.

• Gift cards can only be shipped within the 50 United States and U.S. Territories.

Additional Terms

Program changes

Changes to the Program and the Program Rules may occur from time to time. When any change is made, We’ll post revisions on the Site. In some cases, We may notify you of changes by mail. However, it’s your responsibility to review the Site or any correspondence to stay aware of any changes.
We may choose to:

• Discontinue or change the redemption options or values at any time.
• Discontinue or replace any Reward with a similar one of equal or greater value.
• Change any part of the Program, Program Rules or participating partners, Rewards or special offers.
• Terminate the Program, or discontinue your participation in it for any reason. For example, We may disqualify you from earning and redeeming Points if We find that you or someone else used your account in a way that breaks the Program Rules.

Changes may also affect outstanding transactions and Points, including:

• The earnings rate for Points
• The number of Points required to redeem Rewards
• The types of transactions that qualify for Points
• The type or value of Rewards
• The expiration date of Points, and the maximum number of Points that may be earned per month, year or other time period

The Program is not scheduled to end on a predetermined date.

Disputes regarding Points

• Discrepancies about Point earnings are not treated as Card billing disputes. Please refer to your Credit Card Agreement or the annual Your Billing Rights notice for details about billing disputes.
• All decisions regarding Point disputes shall be final.

Refunds on Card transactions

If you earn Points with a Card transaction that is later refunded—and you redeem those Points for a Reward—We may:

• Cancel reservations and void travel documents
• Stop payment on any checks
• Withhold subsequent Points
• Collect any amounts you owe; this may include charging an equivalent dollar amount to your Card (in the form of a Bank Cash Advance)

Combining Points, Rewards and other special promotions

Unless specifically authorized by Us, Points and Rewards may not be combined:

• With other discounts, special rates, promotions or other reward programs offered by Us
• With any other entity, including airline frequent flier, hotel frequent guest or other travel-related or membership reward charge, or credit card programs

Program administration

• Bank of America, N.A. manages the Cash Rewards portion of the Program.
• Bank of America, N.A. is the exclusive issuer and administrator of this Program.
• An independent third party manages the gift card and certificate Rewards portions of the Program.
• An independent third-party travel agency manages the travel portion of the Program.
• 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.

General liability

You agree to release Bank of America, N.A. and any of its affiliates from all liability, including:
• Any injury, accident, loss, claim, expense or damages you or anyone with you experience when using any Reward. If at all, the sole extent of any liability will not exceed the actual value of the Reward.

• Any claims, expenses and legal fees arising from or related to any violation of the Program Rules by you or anyone using your WorldPoints account.

• Any typographical errors or omissions in any Program-related document.

• The use of any personal or other information you provide to any merchants in connection with processing your Reward.

• Delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email.

• Any error, omission, interruption, deletion, defect, delay, theft, destruction, or unauthorized access to, or alteration of, Points you earn or redeem.

Third-party suppliers are independent contractors; they aren’t employees of Bank of America, N.A., American Express, or any of their affiliates.

We do not endorse or guarantee any of the goods, services or information provided by the Program’s third-party suppliers.

You agree that to process your transactions, the information you provide will be disclosed to merchants and other parties involved in your transaction. Examples of such information include your shipping address, credit card number and billing information.

Rewards may constitute taxable income to you and you are responsible for any tax liability that may arise from receiving Rewards. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of Rewards. Please consult your tax advisor, as neither We, nor Our affiliates, provide tax advice.

All aspects of the Program are governed by the laws of the State of North Carolina. In states that don’t allow the disclaimer of warranties or exclusion of liability, the above limitations may not apply.

For information about Our rights and your responsibilities regarding the online portion of the Program, see the Terms of Use at the Site.

Service marks and trademarks

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