

Credit Card Offer 1

Terms - Choice Privileges® Visa® Platinum

The terms of your Account, including any of the APRs or Fees set forth below, are subject to change by us in our discretion for any reason.

Fee and Rate Information	
Annual Percentage Rate (APR) for Purchases	1.9% fixed introductory rate for the first six billing cycles; thereafter, a variable APR, currently either 17.74% , 19.74% or 21.74% .
Other APRs	Non-Check Balance Transfers: 1.9% fixed introductory rate for the first six billing cycles; thereafter, a variable APR, currently either 17.74%, 19.74% or 21.74%. Cash Advances and Convenience Checks: A variable APR, currently 23.74%. Penalty APR: A variable APR, currently up to 31.74%.
Variable Rate Information	All APRs (other than your introductory APRs) may vary. They are determined by adding the following margins to the Prime Rate: 9.99%, 11.99% or 13.99% for Purchases and Non-Check Balance Transfers; 15.99% for Cash Advances and Convenience Checks; and up to 23.99% for Penalty APRs.
Balance Calculation Method for Purchases	Average Daily Balance (Including new purchases)
Annual Fee	None
Grace Period for Purchases	At least 20 days
Minimum Finance Charge for Purchases	\$1.50 (unless purchase Average Daily Balance is zero)

Late Payment Fees: \$19 for balances less than or equal to \$250 and \$39 for balances greater than \$250. Over the Credit Limit Fee: \$35. Cash Advance and Balance Transfer Fees (including Overdraft Protection advances): 3% of each advance (min. \$10). International Transaction Fee: 3% of each foreign transaction.

Changes to the terms of your Account may be based upon information in your credit report that changes your credit rating, competitive or market-related factors, and your performance with Bank of America.

We apply payments to low APR balances before higher APR balances, which means your finance charges will increase if you make transactions that are subject to higher APRs.

During the introductory period, if we do not receive at least the Minimum Payment Due during any billing cycle, you exceed your Credit Limit or you close your account, any introductory rate on Purchases and Balance Transfers will terminate.

If at any time during any rolling consecutive twelve billing cycle period we do not receive two Minimum Payments by your payment due date or you exceed your credit limit twice, we may elect to automatically increase any and all of your standard APRs to the Penalty APRs. Your Penalty APRs on all existing and future unpaid balances will automatically revert to the standard APRs disclosed above if you make six consecutive Minimum Payments when due and you do not exceed your credit limit within the same time period.

The Prime Rate used in the APR calculations associated with your Account is determined on the last day of each month by taking the highest Prime Rate published in the Money Rates section of *The Wall Street Journal* in effect within the prior three months (the "Index Date(s)"). All Prime Rate changes will take effect on the first day of your billing cycle that ends in the calendar month following the Index Date. All disclosed variable rates are based on the Prime Rate of 7.75% in effect on 03/29/2006.

The information listed above is correct as of 03/29/2006 and is subject to change at any time without prior notice. To receive the most recent information, please write to Bank of America, P.O. Box 53137, Phoenix, AZ 85072-3137.

Authorizations, Terms and Conditions

By applying for a credit card with Bank of America, N.A. (USA) ("We", "Us", or "Our"), you agree to the following:

- 1) You authorize us to obtain credit reports in connection with (a) your request for and our issuance of an account; (b) the

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collection, review or renewal of your account; and (c) any change to your credit limit or terms of your account. We may report our credit experience with you to others.

- 2) You are a U.S. Citizen or a permanent resident of the U.S.
- 3) You will receive a Cardholder Agreement with your credit card(s). The Cardholder Agreement becomes effective and you agree to its terms by either using your account or by not closing your account within three days of receipt of your Cardholder Agreement. **The terms of your account, including the APR, are subject to change. Any such changes will be made in Accordance with the Cardholder Agreement.**
- 4) You certify that you are of legal contracting age and that you have read all of the terms, authorizations and disclosures contained herein. You understand that the information that you provide is given to obtain credit from Us and represent and warrant that it is true and complete.
- 5) Arizona law will govern your agreement with Us. Disputes, claims or controversies shall upon election by either you or Us be resolved by binding arbitration.
- 6) The initial line of credit and your initial margins on purchases will be based on information contained in your current credit report and information you provide on your application. The minimum credit line is \$500.
- 7) You authorize us and Choice Hotels to share information about you with each other.

Grace Period. We do not charge any periodic Finance Charges on your new Purchases if: (1) You pay your New Balance in full by your Payment Due Date, or (2) Your previous New Balance was zero or a credit balance. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation. For each day in the Billing Cycle, we take your beginning balance, add any new transaction or other debits, and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charges for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charges for that Billing Cycle, we add all the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily Periodic Rate and then multiplied by the number of days in the Billing Cycle. To determine the Average Daily Balance, we add all your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the billing date of the Statement on which the transaction appears.

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- A. *Choice Privileges* Visa credit card holders can earn *Choice Privileges* rewards program points (Points) at Comfort Inn®, Comfort Suites®, Quality®, Sleep Inn®, Clarion®, and MainStay Suites® brand hotels (*Choice Privileges* Hotels) in the U.S. and other locations that accept Visa credit cards.
- B. You will earn 15 Points per dollar for eligible stays at *Choice Privileges* Hotels. 15 Points is based on 10 points per dollar earned through *Choice Privileges* membership plus 5 points per dollar earned with the *Choice Privileges* Visa credit card linked to the same *Choice Privileges* membership.
- C. You will earn 2 Points for each dollar of other purchases less returned purchases, including non-eligible stays at *Choice Privileges* Hotels in the U.S. Points will not be earned for Cash advances, Balance Transfers, traveler's checks, overdraft protections and convenience checks unless Bank of America specifies otherwise. Bank of America may, at its discretion, include or exclude certain types of transactions from Point earnings at any time. Purchase credits issued by a merchant or by Bank of America will reduce your available Points. Points earned for charges you refuse to pay will be reversed.
- D. The free night is based on an 8,000 Point *Choice Privileges* award night hotel in the U.S. A free night may require more Points at certain hotels. For point level information, visit choiceprivileges.com. Please allow 4-6 weeks after your purchase for the Points to be deposited into your *Choice Privileges* account.
- E. Your monthly *Choice Privileges* Visa card statement will show your Point earnings on the *Choice Privileges* Visa card for the applicable billing cycle.
- F. The *Choice Privileges* member number must belong to the primary card applicant. If the applicant's name does not match the *Choice Privileges* member number provided, Choice Hotels will attempt to match the applicant to his or her existing member number; if the applicant is not a current member of *Choice Privileges*, a new number will be generated. You are permitted to have only ONE *Choice Privileges* member number; therefore, you are permitted to have only ONE *Choice Privileges* Visa credit card account in your name.
- G. You are not eligible to earn Points with the *Choice Privileges* Visa card if: 1) You are in default of your Cardholder Agreement (e.g., you do not make your Minimum Payment Due by the Payment Due Date); 2) Your *Choice Privileges* Visa account is closed by you or Bank of America; or 3) You do not have an open *Choice Privileges* membership.
- H. There is no limit to the number of Points you can earn using your *Choice Privileges* Visa credit card in a calendar year.
- I. You must maintain a U.S. address (including U.S. territories) to have a *Choice Privileges* Visa card account.
- J. Points earned from purchases on one *Choice Privileges* Visa card account at Bank of America may not be transferred to or combined with Points earned from another *Choice Privileges* Visa card account at Bank of America. Points cannot be transferred to anyone or by any means, including through a will or divorce decree or be combined with Points belonging to anyone else, including your spouse.
- K. First use bonus points may only be earned one time per customer. Once you have earned this bonus, you are no longer eligible - even if you close your *Choice Privileges* Visa credit card account and reapply for another account at a later time. If Bank of America or Choice Hotels International determines that you have earned any additional first use bonus points fraudulently, your points will be forfeited in our discretion, with or without prior notice to you.
- L. The *Choice Privileges* rewards program is offered by Choice Hotels International, Inc., which is solely responsible for the program. Choice Hotels has the right to modify, suspend or terminate the *Choice Privileges* rewards program at any time. Bank of America is not liable or responsible for the failure of Choice Hotels to award or redeem any Points.
- M. All *Choice Privileges* rewards program terms and conditions apply. For complete program details, visit choiceprivileges.com or see the *Choice Privileges* Membership Guide. Any questions regarding the earning, redemption, or expiration of Points must be directed to the *Choice Privileges* Customer Service Center at the toll free number listed on the back of your card.

State Law Disclosures

Notice to New York State Residents: Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. **Notice to Ohio Residents:** Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Notice to Married Wisconsin Residents:** No agreement, individual statement, or court order applying to marital property will adversely affect the creditor's interest unless the creditor prior to the time credit is extended is furnished with a copy of the agreement, statement, or order, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Notice to California Residents:** Regardless of your marital status, you may apply for credit in your name alone.

Cardholder Security Plan® Terms and Conditions

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requirements, conditions and exclusions.

- **Termination:** If, at any time during the first thirty (30) days after the date your protection begins, you cancel the *optional* Plan, all CSP fees billed to your account will be refunded. You have the right to cancel CSP at any time by making a written or telephonic request to the Plan Administrator. The Plan will automatically terminate under the following circumstances: you no longer have your credit card account with Bank of America; your Protected Account is closed due to account charge-off; or you owe four (4) or more previous Minimum Payments due on the Protected Account.
- **The Plan Administrator is CSI Processing, LLC at P.O. Box 34888, Omaha, NE 68134-0888; 1.888.668.6938 Monday - Friday, 7:00 a.m. - 10:00 p.m. Central Time.**

Online Electronic Disclosure and Consent

What you will need to communicate with us via the Internet

Browser Requirements

We understand how important online security is to you. Whenever you complete an online application, it is encrypted through Secure Socket Layer (SSL). SSL technology secretly encodes information that is being sent over the Internet between your computer and Bank of America, helping to ensure that the information remains confidential. After you have submitted your application online, we recommend that you end your browser session before leaving your computer.

Bank of America recommends the following Internet browsers:

Windows and Unix operating systems

- Netscape Navigator 4.08 or later
- Netscape Communicator 4.7 or later
- Microsoft Internet Explorer 4.01 or later

Macintosh

- Netscape Navigator 4.08 or later
- Netscape Communicator 4.7 or later
- Microsoft Internet Explorer 4.5 or later

Cardholder Security Plan® Online Electronic Disclosure and Consent

By granting your consent below, you agree that Bank of America may provide you with disclosures in connection with your request for the Cardholder Security Plan in electronic form. These disclosures are provided at the time of your online application, so you may not withdraw your consent to receive them electronically after you have accepted the Plan. For your convenience, you will receive an additional paper copy of the Plan Terms and Conditions with your Certificate of Enrollment. You can, also obtain a paper copy, without cost, by calling the Plan Administrator at 1.888.668.6938.

What is required for you to review our privacy policy and other disclosures?

In order for you to access and retain records in connection with the Cardholder Security Plan, your system must meet the following requirements:

- An IBM or Macintosh compatible computer
- Internet access
- [An Internet Browser as described above](#)

To print or download disclosures you must have a printer connection to your PC or sufficient hard drive space available to save the disclosures.