

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)

Nicole Schmauder
Comment: Card Name
 Nicole Schmauder
Comment: Brand

Nicole Schmauder
Comment: Introductory APR
 Nicole Schmauder
Comment: Duration of Introductory APR
 Nicole Schmauder
Comment: APR

Nicole Schmauder
Comment: Cash Advance APR

Nicole Schmauder
Comment: Balance Transfer APR
 Nicole Schmauder
Comment: Rate Basis
 Nicole Schmauder
Comment: Billing Method

Nicole Schmauder
Comment: Annual Fee
 Nicole Schmauder
Comment: Grace Period

Nicole Schmauder
Comment: No-balance Fee

Nicole Schmauder
Comment: Late-payment fee
 Nicole Schmauder
Comment: Over-the-credit-limit fee

Nicole Schmauder
Comment: Cash Advance and Balance Transfer Fees

Nicole Schmauder
Comment: Currency Exchange Fee

Nicole Schmauder
Comment: Issuer

Nicole Schmauder
Comment: Universal Default

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.

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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

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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.

Nicole Schmauder

Comment: Credit Limit

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.]

Nicole Schmauder

Comment: Grace period details

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.

Choice Privileges® Visa® Credit Card Terms & Conditions 9/1/05

- 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

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- 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

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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

The Cardholder Security Plan ("CSP" or "the Plan") is an *optional* product available on your Bank of America credit card account.

Whether or not you purchase CSP will not affect your application for credit or the terms of any existing credit agreement you have with Bank of America.

- **Benefits:** In return for a Monthly Program Fee, the Plan can credit up to twelve (12) Monthly Benefit Amounts per unrelated Protected Event to Your credit card account if You or one (1) Authorized User become Hospitalized, Totally Disabled, Involuntarily Unemployed, or take an Unpaid Family Leave of Absence. In the event of your Death, the Plan can credit a lump sum benefit amount equal to the Outstanding Balance on the Date of Loss or \$10,000, whichever is less.
The Monthly Benefit Amount is designed to make the Minimum Monthly Payment on your credit card account, but may not be sufficient in all cases. Please refer to the Addendum to the Cardholder Agreement for additional details.
- **Cost:** The Monthly Program Fee is 79¢ per \$100 of your Monthly Outstanding Balance up to \$10,000. For your convenience, the fee is automatically billed to your credit card account. During months when you have no outstanding balance on your statement, there is no charge for the Plan.
- **Eligibility Exclusions:** There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the Plan. Please refer to the Addendum to the Cardholder Agreement for a full explanation of all 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.**

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.