Companies that apply for and receive Merrill Rewards for Business™ Visa Signature® card(s) are automatically enrolled in the Beyond Rewards program (the “Program”). All Merrill Points earned by the Cards will accrue to the Company unless the Company designates otherwise (see below).

The Program is sponsored by Merrill Lynch, Pierce, Fenner & Smith Incorporated and administered by FIA Card Services, N.A. (referred to as “our,” “us,” or “we”). Independent third parties manage the travel, gift card/certificate and concierge rewards portions of the Program. FIA Card Services, N.A. manages the cash Rewards portion of the Program. “You” or “your(s)” means the Company, the Guarantors, and/or the Cardholders (if the Cardholders are designated to accrue Merrill Points) under a Merrill Rewards for Business credit card account (“Account”). A Guarantor may, but need not, be a Cardholder.

The Guarantor may identify to us an individual who shall be an Authorized Contact to perform certain functions on behalf of the Company as described in these Terms and Conditions.

The Account may include one or more business credit cards (“Card(s)”) issued in connection with the Account. The Merrill Points earned by all of the Cards will accrue at the Company level, unless we are directed by the primary Guarantor or the Authorized Contact to accrue Merrill Points at the Cardholder level. A diversion account will not earn Merrill Points.

You may earn and use Merrill Points to obtain air Rewards, car rental and hotel Rewards worldwide; a variety of specially selected travel Rewards; gift card or gift certificate Rewards, charitable donations or cash Rewards (collectively, “Rewards”) as full payment for goods or services available through us, the Merrill Lynch Redemption Center, or the Merrill Lynch Concierge service.

A complete selection of Rewards is displayed online at [www.card.ml.com](http://www.card.ml.com) (the “Site”). Cash Rewards are obtained through FIA Card Services, N.A. Travel, and Gift Card/Certificate Rewards are obtained through independent third parties. Rewards obtained through the Merrill Lynch Concierge service are fulfilled by third-party suppliers.

Review and keep this document. These Terms and Conditions are separate from the terms of your Business Card Agreement (“Card Agreement”). From time to time we may change the Terms and Conditions. When any change is made, we will post revisions at the Site and/or we will notify you in writing, as applicable. It is your responsibility to review the Terms and Conditions to be aware of any changes. By furnishing a copy of these Terms and Conditions to the Company, any Guarantor, or any Cardholder, the Terms and Conditions are deemed disclosed to all Guarantors, Cardholders, and the Authorized Contact of the Company.

Rewards Program

General Terms

1. To participate in the Program, the Company and Guarantor(s) must have an Account that is open and has charging privileges, and each Cardholder must be authorized by the Company to maintain and does maintain a Card that is open and has charging privileges. All fees assessed under these Program Rules are subject to change and are payable as follows: (1) For Company-level Merrill Points accumulation and Company-level billing under the Card Agreement, fees are billed to and payable by the Company; and (2) For Company level Merrill Points accumulation and Card level billing under the Card Agreement, fees are billed to and payable by the first open Card account in good standing; (3) For Card level Merrill Points accumulation and Company-level billing under the Card Agreement, fees are billed to and payable by the Cardholders and roll up to the Company Account; and (4) For Card-level Merrill Points accumulation and Card-level billing under the Card Agreement, fees are billed to and payable by the Cardholders.

2. Merrill Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns, and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Cardholders(s) (“Net Purchase(s)”). Earn one Merrill Point for each Net Purchase dollar. Merrill Points are calculated at each transaction, rounded to the nearest whole Merrill Point, and are subject to verification.

The following transactions are not included in “Net Purchases” and, therefore, do not earn Merrill Points: Cash Advances of any kind, Balance Transfers, Quasi-Cash transactions of any kind, finance charges, credit insurance, credit protection, or debt
cancellation charges any other fees and charges, all as defined in the Card Agreement; and unauthorized transactions, including those made with a lost, stolen, canceled, or fraudulent Card.

A Company is entitled to only one award of First-Use Bonus Merrill Points. Details will accompany the offer.

3. For new customers, accrual of Merrill Points may begin on your Enrollment Date. Enrollment Date means the date we mail the Card and the Card Agreement to you. If you are an existing business credit card customer, a Guarantor or Authorized Contact may request to enroll the Account in the Beyond Rewards program. In that instance, the Enrollment Date is the date we process your request. Merrill Points do not expire.

4. Information about Merrill Points earned under the Program is available on your monthly billing statement and in Online Banking. Any Merrill Points displayed on your monthly billing statement and in Online Banking are subject to adjustment in accordance with these Terms and Conditions. Merrill Points cannot be redeemed if the account is not in good standing at the time of redemption. In addition, Merrill 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.

Merrill Points accrue daily, i.e., the Merrill Points related to a transaction are eligible for use on the day the transaction posts to your Account.

We shall have no liability for disagreements between Cardholders or Guarantors regarding Merrill Points.

You must notify us promptly of any apparent Merrill Points discrepancy, but in no event later than sixty (60) days from the date the transaction for which an adjustment is sought is posted to your account. Otherwise, Merrill Points earned will be deemed accurate and you will have waived any claim for adjustment.

Discrepancies about Merrill Point earnings are not treated as credit card billing disputes. Refer to your Card Agreement for details about billing disputes. Our decisions regarding Merrill Point discrepancies shall be final.

With the exception of their use in connection with obtaining the specific cash Rewards, Merrill Points have no intrinsic cash value, are non-negotiable, are not your property, and cannot be redeemed for any benefit except those Rewards designated by us.

Unless specifically permitted by these Terms and Conditions or authorized by us, Merrill Points and Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us or any other entity, including airline frequent flier, hotel frequent guest, or other travel-related or membership reward charge or credit card programs, whether in the U.S. or abroad.

Except as permitted in these Terms and Conditions, Merrill Points may not be brokered, bartered, attached, pledged, gifted, sold, or transferred to anyone else under any circumstances, including, but not limited to: disability, death, upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding.

A Guarantor or Authorized Contact may transfer Merrill Points from any Card to the Company or to a Guarantor’s Card.

5. To obtain Travel Rewards, Gift Card/Certificate Rewards, go to the Site or call the Merrill Lynch Redemption Center at 1.888.999.9645.

To obtain Cash Rewards, please call 1.866.617.1859.

To redeem Merrill Points for Rewards available through the Merrill Lynch Concierge service, or to make requests through the Merrill Lynch Concierge service without redeeming Merrill Points, go to the Site or call the Merrill Lynch Concierge service at 1.888.999.9645.

Redeemed Merrill Points are deducted from your Merrill Points balance as of the date you request a Reward.

A Guarantor, Authorized Contact, or the Cardholder may redeem and/or transfer Merrill Points accumulated on the Cardholder’s Card. A Guarantor or an Authorized Contact may redeem and/or transfer Merrill Points accumulated at the Company level.

Decisions made by us regarding Merrill Points redemption shall be final.

Neither Merrill Lynch, nor FIA Card Services, N.A., nor any of the independent third parties shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf.

You may designate anyone as the user of a Travel Reward, but all travel documents will be sent to the email address provided at the time of redemption.

Gift Cards/Certificates can be shipped to any address you designate, subject to the shipping terms found at the Site or by calling the Merrill Lynch Redemption Center.

For specific information about the fulfillment of cash Rewards, see the section of these Terms and Conditions discussing this category of Reward.

Merrill Lynch Concierge Rewards may be issued to anyone you choose, subject to the terms contained in the Merrill Lynch Concierge Terms of Use.
6. Travel Rewards, Gift Card/Certificate Rewards, Cash Rewards and Merrill Lynch Concierge Rewards are considered fully redeemed once issued. No refunds, credits, or substitutions will be issued if improper proof of citizenship or naturalization result in denied boarding or entry when using a Travel or Merrill Lynch Concierge Reward.

Once a Reward is issued and the value of any transaction(s) forming part of any or all of the Merrill Points used to obtain the Reward is either refunded, credited, or otherwise rescinded, we may, at our discretion, cancel reservations, void travel documents, stop payment on any check(s), and/or withhold subsequent Merrill Points, or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit in the form of a cash advance transaction to your Card.

7. If you voluntarily close the Account, you will no longer earn Merrill Points, but if the Account remains in good standing, you will have up to sixty (60) days to redeem any Merrill Points in accordance with these Terms and Conditions.

If we close or restrict the Card Account for any reason, or you terminate participation in the Program, or you violate the Program Rules, or you convert your Card Account to another account that is not eligible for the Program, you will no longer earn or redeem Merrill Points and all unused Merrill Points will be immediately and irrevocably forfeited. However, if your Card Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Card Account is opened for you, we will transfer any existing Merrill Points from your old Card to the new Card.

We reserve the right to disqualify anyone from participation in the Program, refuse to award or redeem Merrill Points, forfeit your Merrill Points, and/or close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Terms and Conditions, including but not limited to acts of fraud or other abuse.

You are responsible for all transactions and other activities resulting from the use of your Merrill Rewards for Business Card accounts. You must immediately notify us of any actual or suspected unauthorized use of your Merrill Rewards for Business Card accounts.

8. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Program in its entirety (c) amend the Terms and Conditions, benefits or features, in whole or in part; (d) discontinue or replace any Reward with a similar one of lesser, equal, or greater value; (e) modify, delete or terminate any or all of the Program, the Terms and Conditions or any portion thereof, any or all of the participating partners (if any), Rewards, benefits, or special offers if applicable; or (f) terminate a Cardholder’s participation in the Program for any reason. Changes may affect outstanding transactions and Merrill Points, and may include, but are not limited to, the earnings rate for Merrill Points, the number of Merrill Points required to redeem Rewards, the number of Merrill Points required for any Reward, the type of transactions qualifying for Merrill Points, the type or value of Rewards, the expiration date of Merrill Points, and the maximum number of Merrill Points that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Merrill Points already earned. The program is not scheduled to end on a predetermined date.

9. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including e-mail. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Merrill Points accrued and redeemed or other Program activities.

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

10. Suppliers of goods and services are independent contractors and are neither agents nor employees of Merrill Lynch, FIA Card Services, N.A., Visa U.S.A. Inc., or any of their affiliates; or any group, organization, or entity endorsing a credit card program issued by FIA Card Services, N.A.

Merrill Lynch and FIA Card Services, N.A. neither offer, endorse, nor guarantee any of the goods, services, information, or recommendations provided by third parties to you.

11. Independent third parties manage the Gift Card/Certificate Rewards portions of the Program. An independent third-party travel agency manages the travel portion of the Program. The travel agency is registered to do business in California (Registration number: 2036-509-50); Ohio (Registration number: 87890286); Washington (Registration number: 011237430) and other states as required. As of October 2013, the travel agency will be registered to do business in California (Registration number: 2056372-50). Registration as a California Seller of Travel does not constitute approval by the State of California. Additional registrations include Florida (Registration number: ST-4200), Hawaii (Registration number: TAR-6436), Iowa (Registration number: 679), Washington (Registration number: 002119764) and Nevada (Registration number: 2004-0114).

The Cash Rewards portion of the Program is managed by FIA Card Services, N.A.

The Merrill Lynch Concierge Rewards portion of the Program is managed by LesConcierges, Inc.

12. You agree to release Merrill Lynch, FIA Card Services, N.A., the independent third parties, LesConcierges, and each of their respective affiliates and subsidiaries from all liability for injury, accident, loss, claim, expense or damages sustained by you, and in the case of a Travel or Merrill Lynch Concierge Reward, anyone traveling with you or without you, in connection with the receipt, ownership, or use of any Reward.

The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. We are not responsible for typographical errors and/or omissions in any Program document.

13. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of Rewards.
The Program is subject to government approval and is void where prohibited by law.

All aspects of the Program are governed by the laws of the State of Delaware, without any reference to its choice of law provisions.

Anytime, Anywhere, Any Airline® Air Rewards
You may redeem Merrill Points for the Anytime, Anywhere, Any Airline® Air Rewards ("Air Rewards") for any scheduled flight, without any blackout dates, on any scheduled carrier published on the major airline reservation system chosen for use by the Program (subject to availability). All ticketing for Air Rewards must be made by a Merrill Lynch Travel Advisor or at the Site. You may designate anyone as the user of an Air Reward, but all travel documents will be sent to the email address provided at the time of redemption. Air Rewards are described both in terms of the number of Merrill Points required and a corresponding maximum dollar value ("MDV"). If the dollar cost of an Air Reward exceeds the MDV, the cardholder must pay the difference between the cost and the MDV by using Merrill Points in order to obtain the Reward: e.g., 2,500 Merrill Points must be redeemed for additional costs up to $50 of ticket value. Additional payments may be made only in increments of 2,500 Merrill Points (for up to $50 of additional cost). Air Rewards are available for worldwide travel based on roundtrip travel departing from the United States (including the District of Columbia, Alaska, Hawaii, U.S. Virgin Islands and Puerto Rico), and ticketed in U.S. dollars. The number of Merrill Points and corresponding MDV required for an Air Reward is 25,000/$500. An additional redemption of 2,000 Merrill Points for ticket processing is required for each Air Reward. MDV is for the total cost of the ticket, including taxes, destination fees and the September 11th security fee.

We reserve the right to add any airline-imposed surcharges, including, but not limited to, fuel-related surcharges and/or additional security fees deemed necessary by the individual carrier. Air Rewards are not refundable. Miscellaneous costs, including, but not limited to, baggage, gratuities, insurance and airline amenities, are the cardholder’s responsibility. Once issued, the Air Reward ticket(s) may be subject to restrictions by the airline, such as a non-refundable fare or change/cancellation fees. All fees and additional costs incurred by modifying, exchanging or canceling a ticket are the responsibility of the cardholder. Merrill Points cannot be used for airline exchange fees, additional fees due to changes or cancellations or any other fee imposed by the airline. All tickets will be issued electronically, unless paper tickets are required by the carrier. Combining two or more lower-priced tickets to reach the maximum cost is not allowed. Air Rewards cannot be combined with other coupons, vendor certificates or special offers and all service fees and additional costs must be paid for using your Merrill Rewards for Business card unless otherwise stated herein.

Air Dollars-Off Rewards
Air Dollars-Off Rewards must be booked through your Merrill Lynch Travel Advisor or at the Site. Merrill Points may be redeemed in increments of 10,000 and applied towards an airline ticket purchase. For every 10,000 Merrill Points redeemed, a value of $100 will be applied towards the airline ticket. $100-off air travel Rewards must be applied in whole amounts and if the $100 Reward is over the cost needed, any remaining amount will not be reimbursed or credited. $100-off air travel Reward is applied per person not per total to the booking record. Multiple $100-off air travel Rewards may be used. Any amount over what the Reward costs is considered overage and will need to be collected using your Merrill Rewards for Business card.

Auto Rental and Hotel Rewards
You may obtain Auto Rental and Hotel Rewards through participating car rental agencies and hotels worldwide. Rewards may be redeemed online by going to the Site or through the Redemption Center. Redeem for all or a portion of your rental/stay with your Points plus cash option. Rewards begin at 2,500 Points, but have no corresponding maximum dollar value. We will determine the specific Point redemption level based on the dollar value of each Reward. When you return the vehicle/check out of your hotel, your Card will be charged for any Miscellaneous Costs. You earn Points for additional costs charged to the Card. There are no exchanges or refunds for "no-shows" or unused portions of Auto Rental or Hotel Rewards obtained through the Program. For Auto Rental Rewards, you must meet credit, age and driver requirements in effect at the time and place of rental. You must present your Card upon arrival and when returning the vehicle/checking out.

Any optional or incidental charges ("Miscellaneous Costs") are not included in the value of the Auto or Hotel Reward and are your responsibility.

For Auto Rental Rewards, Miscellaneous Costs could include: optional charges, including but not limited to refueling, optional/supplementary liability insurance, personal effects coverage and loss damage waiver, drop-off charges, late-return fee, additional driver fee and/or excess mileage fees, or upgrade in vehicle category.

For Hotel Rewards, Miscellaneous Costs could include personal charges, food and beverages, additional person(s) and other optional and incidental expenses, or upgrade in room category.

Special Travel Rewards
From time to time, Cardholders may receive opportunities to use their Merrill Points for Special Travel Rewards. These offers shall be subject to special terms and conditions, which will be disclosed when the Rewards are advertised. Special terms may include the supplier's cancellation and refund policies. We will determine the specific Merrill Point redemption level based on the value of each Reward.
Gift Cards/Certificate Rewards
Redeem Merrill Points for gift cards or certificate selections by calling the Redemption Center at 1.888.999.9645 or online at the Site. All redemptions are final. The selection of items and the number of Merrill Points needed to obtain them may change at any time. Rewards are shipped prepaid.

Gift card, certificate or travel voucher Rewards can be sent to street addresses or P.O. Box. Gift card, certificates and travel vouchers are subject to specific rules set forth by the independent retailers. Use of any gift card, certificate or travel voucher is subject to any additional restrictions contained on or with the card, certificate or voucher. Gift card, certificate or travel voucher retailers are in no way affiliated with Merrill Lynch and/or Bank of America, nor are they participants, sponsors or co-sponsors of the Beyond Rewards Program and are not liable for any alleged or actual claims related to this Program. All gift cards, certificate or travel vouchers are subject to the terms and conditions stated on the card, certificate, vouchers or the retailer’s website. All trademarks are property of their respective owners and used with their permission.

Cash Rewards
Redeem Merrill Points for a variety of cash Rewards through the Redemption Center. A cash Reward shall be issued for a U.S. dollar sum in the form of a statement credit to your Card, an electronic deposit to a checking or savings account or Merrill Lynch Cash Management Account® (CMA®) including Working Capital Management Accounts® (WCMA®), a payment to an eligible mortgage loan or a charitable donation. The redemption value for Merrill Points redeemed for cash Rewards deposited into an eligible account at Bank of America (“Eligible Account”) may be different than the redemption value for Merrill Points redeemed for electronic deposits to another financial institution. Eligible Accounts are determined by FIA Card Services, N.A. and are currently defined as checking or savings accounts from Bank of America, N.A., or first or second mortgage loans serviced by Bank of America, N.A. (reverse mortgages are not eligible). Current cash Reward values, their respective Merrill Points requirements and Eligible Account definitions can be obtained by signing into the Site. Cash Reward values may be subject to change.

The Merrill Rewards for Business credit card is separate and distinct from any accounts you may have with Bank of America and its affiliates. Approval of this credit card account does not mean a checking or savings account will be established for you or that you will be approved for a mortgage loan.

1. Redemption for Statement Credit
Merrill Points redeemed for statement credit to your Card will post to your account within 3 days of the date of redemption. Statement credits will 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.

2. Redemption for an Electronic Deposit into a Checking or Savings Account
If you redeem Merrill Points for an electronic deposit to a checking or savings account, the deposit will then be sent by us to the checking or savings account you have indicated within five (5) business days. Electronic deposit redemptions are final once processed. If an electronic deposit is rejected for any reason from the date it was sent to your designated account, the deposit will be considered void and the Merrill Points used to obtain the Reward will be reinstated to your Card. If your Card is closed before the Merrill Points can be reinstated to your account, then the cash Reward will be forfeited (except if your Card has been reported as lost or stolen, subject to verification). We cannot guarantee that your financial institution will accept an electronic transfer (ACH) from us on your behalf. If an electronic transfer is refused for any reason, we will notify you via email within fifteen (15) days of your request to the email address designated by you at the time of your redemption.

3. Redemption for Contributions to a Cash Management Account
You may redeem Points for contributions to a Merrill Lynch Cash Management Account® (“CMA”) including Working Capital Management Accounts (WCMA®). To complete the redemption, you will be asked to provide your CMA Account number and your authorization to send the Cash Reward electronically. Once processed, the contribution will be deposited into your CMA Account within fourteen (14) business days of the request. Cash Rewards are considered fully redeemed once a deposit has been made to your CMA Account. FIA Card Services, N.A. shall not be responsible for lost, stolen or undelivered deposits; substitute deposits will not be made available. Once a deposit has been completed and the value of any transaction(s) forming all or part of the Cash Rewards used to obtain the deposit is either refunded, credited or otherwise rescinded, we may, at our discretion, stop payment on the deposit, and/or withhold subsequent Cash Rewards, or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit in the form of a cash advance transaction to your Card.

4. Redemption for Payments on a Mortgage
You may redeem Merrill Points for cash Rewards in the form of payments on your Bank of America, N.A., first or second mortgage loan (reverse mortgages are not eligible), or to a mortgage loan that you have with a third party mortgage lender (“Mortgage Lender”). Payments will be applied in accordance with the terms of your mortgage loan, and may be rejected in the event your mortgage is not being paid as agreed. Payment will be sent by FIA Card Services, N.A. to the mortgage account you have indicated either electronically or by check within three (3) business days of your request. If Bank of America, N.A., or the Mortgage Lender designated by you in the redemption process refuses to accept an electronic transfer for any reason, or the check does not clear within ninety (90) days from the date it was issued by FIA Card Services, N.A., the payment will be considered void, the Merrill Points used to obtain the Reward will be reinstated to your account, and we will notify you by the email address which you will be requested to provide at the time of redemption. Questions regarding the accrual of Merrill Points and the sending of payments to your mortgage loan will be resolved by FIA Card Services, N.A. We are not responsible for how
the payment is applied to your mortgage account and cannot control whether payments will be applied to the principal balance on your loan or any outstanding interest or loan fees.

It is your responsibility to ensure that payments made by us towards your mortgage loan on your behalf do not violate the terms of your agreement with Bank of America, N.A., or the Mortgage Lender that you designate as payee during the redemption process. We are not responsible or liable for any prepayment penalties that Bank of America, N.A., or your Mortgage Lender may charge to your mortgage account.

5. Charitable Donations
Redeem Merrill Points for a variety of charitable donations by telephoning the Merrill Lynch Redemption Center. If you elect to have funds directed to a charitable organization please consult your tax advisor as to whether this qualifies as a charitable donation.

Merrill Lynch Concierge Rewards
Redeem Merrill Points for goods and services available through the Merrill Lynch Concierge service by calling 1.888.999.9645. Merrill Points may be used as full payment to obtain a Reward through the Merrill Lynch Concierge service. If the Merrill Points value of a Reward through the Merrill Lynch Concierge service exceeds your Merrill Points available, you may pay the difference between the cost and your Merrill Points available to obtain the Reward. Rewards may be subject to special terms and conditions that will be disclosed when the goods and/or services are requested. Special terms may include the reward supplier’s cancellation and refund policies. We will determine the specific Merrill Point redemption level based on the dollar value of each Reward.

From time to time, cardholders may receive opportunities to redeem their Merrill Points for services available through the Merrill Lynch Concierge service. At the time of selecting a service through the Merrill Lynch Concierge service, you may be eligible to redeem Merrill Points toward a statement credit on your Card to help offset the purchase cost of your service. Merrill Point values, and the corresponding statement credit, will be determined at the time of redemption. The credit will appear on your Card billing statement within 3-5 business days after making your arrangements with the Merrill Lynch Concierge service, and will be applied to your account as a retail credit adjustment, not as a payment; you must continue to make your Total Minimum Payment shown on your billing statement. Any retail charges related to your arrangements will post in accordance with the service provider’s policy and your Card Agreement. If your Card is closed before the statement credit posts to your account, the Reward will be forfeited (except if your Card has been reported as lost or stolen, subject to verification).

Concierge Service
To access the Merrill Lynch Concierge Service, call 1.888.999.9645 and say “Concierge.” The service is available 24 hours a day, 7 days a week. An independent third-party will provide the Concierge Service (“Concierge Provider”) and associated upgrades and shall at times refer you to other third-party service providers, who are not employees or agents of Merrill Lynch, the issuer or the Concierge Provider and are solely and exclusively responsible for all matters with respect to their services or products. You acknowledge and agree, for yourself and any person or entity claiming through you, that: (i) the sole and exclusive remedy for any claim, loss, damage, expense, personal injury, death, or other claim resulting or arising from, or related to, the Concierge Service, associated upgrades or the referral of any service provider shall be against the service provider; and (ii) Merrill Lynch, the issuer and their respective directors, officers, employees, or affiliates make no representation or warranty about the quality of services or products provided by the Concierge Provider. Certain Concierge Service requests may be subject to a fee. Purchases (and fees, if applicable) must be billed to the Cardholder’s Merrill Rewards for Business Card.

This credit card program is issued and administered by FIA Card Services, N.A. Beyond Rewards is a registered trademark of Bank of America Corporation. All other company, product, and service names may be trademarks or service marks of others and their use does not imply endorsement or an association with this program. The Merrill Rewards for Business Visa Signature Card program is issued and administered by FIA Card Services, N.A. Merrill Rewards for Business is a trademark of Bank of America Corporation. Merrill Points is a registered trademark of Bank of America Corporation. Visa and Visa Signature are registered trademarks of Visa International Service Association and are used by the issuer pursuant to a license from Visa U.S.A. Inc.