

MERRILL+® Visa Signature® Beyond Rewards® Program Rules

It's easy to earn Points simply use your Card for everyday purchases.

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

Rewards at a glance:		
Base Earn*	Earn 1 Base Point for every \$1 spent on Net Purchases	
Redeem	Travel Cash Back Gift Cards	
Expiration	As long as your account is open and has active charging privileges, Points do not expire	
Forfeiture	Points are subject to forfeiture. See page 2.	

^{*} If you are enrolled in a specific Partner Rewards Offer in the Partner Rewards program, you will not earn Base or Bonus Earn on qualifying transactions at that specific Merchant. You will earn the Partner Rewards instead.

Learn more about:

Travel Rewards	page 3
Cash Rewards	page 4
Gift Card Rewards	page 5

The following Program Rules provide what you need to know about the Program. Please review this document and keep it for reference. If We make any changes to the Program, We will let you know on **card.ml.com** or by mail.

Basic terms and definitions

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

Billing Cycle—The period of time between monthly bills or monthly 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 you may receive from time to time

Card —A MERRILL+® Visa Signature® credit card

Cardholder (also referred to as "you")— Individual Cardholders, Joint Cardholders and authorized users, if any, with a 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. or a contribution to an eligible Cash

Management Account® with Merrill; Cash Rewards are issued in U.S. dollars

Eligible Account—A Bank of America® checking or savings account and/or a qualifying Cash Management Account® with Merrill; Eligible Accounts are determined by Bank of America, N.A.

Joint Cardholder—Joint owner of the Card account who shares full responsibility of account with the Primary Cardholder; does not include authorized users

Merchant —A merchant who has contracted with Us to provide a Partner Rewards Offer

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

Partner Rewards — The rewards that you earn while enrolled in a Partner Rewards Offer

Partner Rewards Offer—An offer to you to earn Partner Rewards, instead of your Program Rewards, on Net Purchases with that Merchant

Points—Points that are earned or redeemed through the Program

Primary Cardholder—First-named Cardholder on the Card account

Program—The Rewards Program available to MERRILL+ Cardholders

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 provided with your Card

Redemption Center—The call center that provides Program information; you can call toll-free at 800.419.0000

Rewards—Rewards that you can receive by redeeming Points

Site—The Program website at card.ml.com

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

Travel Rewards—Air travel, car rentals, hotel stays and other travel options 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, \$1.01 x 1 = 1.01 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 Point equals your Base Points.
- For example, a purchase of \$1.01 x 1 base earn rate = 1.01 Base Points.
- Similarly, a return of -\$1.01 x 1 base earn rate = -1.01 Base Points.

Bonus Points

 You may earn Bonus Points based on meeting certain criteria or taking certain

- actions (such as responding to a marketing offer): 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, 1.013 rounds up to 1.02).

How do I earn Points?

- · Earn 1 Base Point for every \$1 spent on Net Purchases. \$1.01 x 1 earn rate = 1.01 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.

This product is not eligible for benefits under either the Preferred Rewards/ Preferred Rewards for Wealth Management program or the Preferred Rewards for Business program.

If you are enrolled in a specific Partner Rewards Offer in the Partner Rewards program, you will not earn Base or Bonus Earn on qualifying transactions at that specific Merchant. You will earn the Partner Rewards instead

Visit the Site, call the Redemption Center, or refer to your monthly billing statement to see how many Points you've earned.

Transactions not eligible for Points

You won't earn Points for:

- Balance Transfers and Cash Advances. including but not limited to, travelers checks, money orders and other cash equivalents
- · Fees, interest charges and credit insurance
- Fraudulent transactions

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 go to the Site or call the Redemption Center

What you need to know

- Any Points earned or redeemed are subject to verification.
- 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.
- · 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.
- · Points are available for redemption as soon as they appear on your 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 can only be redeemed if the account is open and has active charging privileges.
- In order to redeem for Rewards, you must be an individual (no corporations, partnerships, or entities).

- If the owner(s) of the Card account voluntarily closes the Card account, or if for any reason We close the Card account, any unused Points associated with the account are subject to immediate forfeiture, unless specifically authorized by Us within 90 days of the closure.
- · However, if the Card account is closed in connection with a death or incapacity of the Card account owner, Points eligible for redemption may be redeemed if an authorized representative of the estate, as determined by Us, requests Points redemption within 57 days of an account closure. Whether Points are eligible for redemption depends on the final status of the account, is subject to the account being closed and paid in full, and is in Our sole discretion. Rewards will only be issued upon request and in the name of the deceased Primary Cardholder. In the event redemptions are mailed, they are sent in the name of the deceased Primary Cardholder and to the address We have in Our system of record for that person. These redemption provisions do not apply to jointly held accounts where there is at least one surviving owner of an account.
- · All redemptions are final once processed.
- Points are non-negotiable and have no cash value except when redeemed for Cash Rewards.

There is no expiration date on your Points, as long as your account is open and has active charging privileges.

Travel Rewards

You can redeem Points for:

- Airline travel
- Car rentals
- · Hotel stays
- · Other Travel Options

What you should know

 Availability of certain airlines, flights, car rental companies, hotels and other travel options are limited to those on the Travel Center reservation system. Not all

- airlines, flights, car rental companies and hotels may be available.
- All travel arrangements are subject to availability.
- 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, hotel or other travel supplier based on their change and cancellation policies. Any applicable change and cancel fees will be disclosed at the time of booking or cancellation.
- All reservations and ticketing must be made by a Merrill Travel Advisor by calling the Redemption Center or visiting the Site.

Air Rewards

Anytime, Anywhere™ Air Rewards

- Your Anytime, Anywhere[™] Air Rewards
 Points are redeemable for air Rewards
 on any scheduled flight with no blackout
 dates. You can use any scheduled carrier
 published on the chosen major airline
 reservation system (subject to
 availability).
- You may designate anyone as the user of your air Reward. All travel documents will be sent to the email address on file.
- Anytime, Anywhere Air Rewards start at 25,000 Points for all available carriers. The maximum dollar value (MDV) is \$500. MDV includes all taxes and destination fees including the September 11 Security Fee.
- If the dollar cost of your Anytime,
 Anywhere Air Reward exceeds the MDV,
 you must pay the difference with Points.
- You will receive \$.01 per Point toward the air Reward until all Points are exhausted.
- After that, you may pay any remaining balance with your Card.

Air Dollars-Off Rewards

- For every 10,000 Points redeemed, a \$100 value is applied to your ticket.
- Air Dollars-Off Rewards must be applied in whole amounts. If the amount of the Reward exceeds the cost of the ticket, any remaining amount won't be reimbursed or credited. Air Dollars-Off Rewards are applied per person, not per total, to the booking record. Multiple Air Dollars-Off Rewards may be used.
- Any amount over the Reward cost will need to be paid with your Card.

What you should know about Air Rewards and Air Dollars-Off

- Air Rewards are available for worldwide travel and are ticketed in U.S. dollars only. Electronic tickets will be issued.
- We may add any airline-imposed surcharges, including, but not limited to, fuel-related surcharges and/or additional security fees from the individual carrier.
- Air Rewards aren't refundable and the tickets, once issued, may be subject to restrictions by the airline.
- You are responsible for all fees incurred for modifying, exchanging or canceling.
 Points can't be used for fees imposed by the airline or by Us.
- You are responsible for paying any miscellaneous costs, including, but not limited to, baggage charges, gratuities, insurance and airline amenities.
- You can't combine two or more lowerpriced tickets to reach the MDV.

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.

Other Travel Rewards

- Available travel reward options may change from time to time.
- The number of Points you need to redeem will be determined at the time of redemption.
- Any optional charges are not included in the Reward. You may be required to present a credit card to cover these charges.
- You must meet any credit, age and other requirements.

Cash Rewards

- You can redeem Points for an electronic deposit into an Eligible Account or a statement credit.
- Cash Rewards redemptions start at 3,000 Points. Cash Rewards can be redeemed in increments of 1 Point. There is no limit to the number of Points you can redeem. The Redemption value of your Points is 1%. For example: 3,000 Points = \$30.00. This information is available on the Site and is subject to change.

Automatic Redemption

- To turn on automatic redemption, call the number on the back of your Card to designate an Eligible Account.
- After you turn on automatic redemption, at the end of each calendar month during the month your Points balance meets or exceeds the minimum Points required for

- redemption, 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 is open and has active charging privileges.
- You can turn off automatic redemption any time by telephone. If you do, you will need to request any future Cash Rewards.

Redemption for Electronic Deposit to an Eligible Account

- When you redeem Points for an electronic deposit to an Eligible Account, your funds will be transferred electronically and deposited through the Automated Clearing House (ACH) System within five business days of your request.
- If an electronic deposit is rejected 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 Statement Credit

- Points redeemed for a statement credit to your Card will post to your account within three 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).
- If you receive a statement credit, you are still responsible for paying your Minimum Payment Due shown on each monthly billing statement you receive from Us.

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 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.

Shipping

- Gift cards can only be shipped within the 50 United States and U.S. territories.
- Gift cards can be sent to a P.O. Box or street address.
- · Check the Site for gift card shipping terms.

Additional Terms

Program changes

Changes to the Program and the Program Rules may occur from time to time. When any change is made, We will 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 policy for 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 Points 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 Points 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

You may choose to consolidate or "link" Points earned in multiple Card accounts subject to certain criteria. By linking, you agree that all Cardholders and authorized redeemers will be able to view and redeem all consolidated Points. Linked redemptions are subject to certain requirements. To learn more, please call the Redemption Center.

Program administration

- Bank of America, N.A. manages the Cash Rewards portion of this Program.
- Bank of America, N.A. is the exclusive issuer and administrator of this Program.
- Independent third parties manage the gift card and certificate portion of the Program.
- Some services are provided by an independent third party that may refer you to other third-party service providers. Please note that these providers are independent and solely responsible for their services and products.
- An independent third-party travel agency manages the travel portion of the Program.
- Aspire Loyalty Travel Solutions LLC, an affiliate of Bridge2 Solutions, LLC, complies with the laws in the states that require registration in order for an agency to sell or offer to sell travel services: California* (2122200-50) Florida (ST39969) lowa (1253) Washington (603527613)

*Registration as a seller of travel does not constitute approval by the State of California. Aspire is not a participant in the California Travel Consumer Restitution Fund.

General liability

The Card is separate and distinct from any accounts you may have with Bank of America and its affiliates.

Approval of this Card account does not mean that any other account will be established for you.

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 Card 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., Visa U.S.A., Inc., 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, 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

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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