



## Fee and Rate Information†

<b>Annual Percentage Rate (APR) for Purchases***</b>	0.0% fixed introductory rate until November 1, 2005*; thereafter, variable APR, currently <b>12.99%</b> .
<b>Other APRs***</b>	<b>Balance Transfers:</b> 0.0% fixed introductory rate until November 1, 2005*; thereafter, variable APR, currently 12.99%. <b>Cash Advances:</b> Your variable APR is 20.99% <b>Penalty APR:</b> Your variable APR is up to 28.99%***
<b>Variable Rate Information**</b>	Your Purchase, Cash Advance and Balance Transfer APRs may vary. They are determined monthly by adding a margin of 7.99% for Purchases and Balance Transfers, and 15.99% for Cash Advances, to the Prime Rate. Your Penalty APR may vary and is determined by adding a margin of up to 23.99% to the Prime Rate.
<b>Balance Calculation Method for Purchases</b>	Average Daily Balance (including new purchases)
<b>Annual Fee</b>	None
<b>Grace Period for Purchases</b>	At least 20 days
<b>Minimum Finance Charge for Purchases</b>	\$1.50 (unless purchase Average Daily Balance is zero)

†The terms of your Account, including any APR (or how an APR is Calculated) are subject to change. Any changes will be made in accordance with the Cardholder Agreement.

\*If an introductory rate is applicable to this product and 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.

\*\*The Prime Rate used in your APR calculations 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 variable rate disclosures are based on the Prime Rate of 5.0% in effect on December 1, 2004.

\*\*\*If at any time during any rolling consecutive twelve billing cycle period you fail to make two Minimum Payments on a timely basis or exceed your Credit Limit twice we may elect to increase your Purchase, Cash Advance and/or Balance Transfer APRs to the Penalty APRs. All Penalty APRs will remain in effect until, in a subsequent rolling consecutive six billing cycle period, you do not exceed your Credit Limit at any time and you make all of your required Minimum Payments on a timely basis when, in your next billing cycle, all Penalty APRs will no longer apply.

Late Payment Fees: \$19 for balances less than \$100, \$29 for balances \$100 to \$1,000, \$39 for balances greater than \$1,000. Over the Credit Limit Fee: \$35; Cash Advance Fee (including Overdraft Protection): 3% of each advance (min. \$10). Foreign Currency Conversion Fee: 3% of foreign transaction.

The information listed above is correct as of 12/01/04 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 85027-9911.

### ◇ Optional Cardholder Security Plan® Terms and Conditions

The Cardholder Security Plan® (CSP) is an optional provision of your Bank of America Cardholder Agreement. **Whether or not you purchase CSP will not affect your application for credit or the terms of any existing credit agreement you may have with Bank of America.** **Benefits:** In return for a monthly fee, this plan can credit up to 12 Monthly Benefit Amounts (also referred to as monthly payment) per unrelated event to your credit card account if you become Totally Disabled, Involuntarily Unemployed, or take an unpaid Family Leave of Absence. Accidental Death Protection can credit a lump sum benefit amount equal to the balance on the date of loss or \$10,000, whichever is less. The Monthly Benefit Amount (monthly payment) is based on both the account balance on your credit card statement immediately following your date of loss (up to \$10,000) and the minimum payment percentage required, subject to a minimum Monthly Benefit Amount (monthly payment). **Cost:** The monthly program fee is 75¢ per \$100 of your monthly outstanding balance for single protection. For information about joint protection for two cardholders at a fee of 99¢ per \$100, please refer to your Certificate of Enrollment. (Authorized Users are not eligible for protection.) For your convenience, the fee is automatically billed to your account. During the months when you have no monthly outstanding balance on your statement, there is no charge. **Eligibility Exclusions:** There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under CSP. The Cardholder Security Plan does not cover losses resulting from willful or criminal misconduct. Transactions posted to your account after your date of loss may not be included in benefit activation calculations. Accidental Death and Disability Protection excludes losses that occur prior to the Effective Date and losses resulting from intentionally self-inflicted injuries. To be eligible for Disability, Involuntary Unemployment or unpaid Family Leave of Absence Protection, you must be gainfully employed on a full-time basis (working at least 30 hours per week) on the date of loss. Disability Protection does not cover losses due to normal pregnancy or childbirth or any period of disability that is less than 30 consecutive days. Involuntary Unemployment Protection does not cover losses caused by voluntary unemployment or forfeiture of salary or wages; unemployment less than 30 consecutive days; resignation; retirement; seasonal employment (less than 1,000 hours in a calendar year); disability; or during receipt of severance pay. Unpaid Family Leave of Absence Protection does not cover unpaid leaves of absence less than 30 consecutive days or leaves of absence for which you receive salary or other compensation from your employer. Involuntary Unemployment and unpaid Family Leave of Absence Protection does not cover self-employment or a loss that begins prior to or within 30 days after the Effective Date. Accidental Death Protection does not cover losses resulting from suicide, use of alcohol or drugs, non-commercial aviation, or an act of war, declared or not. Please refer to the Terms and Conditions provided in your Cardholder Agreement Addendum for a full explanation of all conditions and exclusions: "Accidental Death Protection" in section 3.1; "Disability Protection" in section 3.2; "Involuntary Unemployment Protection" in section 3.3; "Family Leave of Absence Protection" in section 3.4. **Termination:** If at any time during the first 30 days of the date your protection begins you decide to cancel this 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 request. The Cardholder Security Plan will automatically terminate in 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 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.

◇ The Monthly Benefit Amount (monthly payment) may not be sufficient to completely cover your minimum monthly payment if you make additional transactions after the date of loss.

## Periodic Finance Charge Calculation

For each day in the Billing Cycle, we take your beginning balance, add any new transactions 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. 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.

## Billing Rights Summary

### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us in a separate letter at the "Billing Inquiries" address on your billing statement. Write us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive Your Written Notices

We must acknowledge your letter within 30 days, unless we corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the property or services. There are two limitations on this right:

- a. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## 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 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 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. Platinum services are available only to Platinum cardholders. **The terms of your account, including the APR (or how an APR is calculated) are subject to change at any time. Any such changes will be made in accordance with the Cardholder Agreement.**
- (3) 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.
- (4) 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.
- (5) The credit line will be based on our review of your current credit report and information you provide on the application.
- (6) If you are not the person to whom this offer was addressed; then you understand that, by applying, you are requesting an account which will be subject to the same criteria used to select the person named in this letter and you agree that we may review your credit to determine if you qualify for this offer. You will be subject to all the terms contained in this offer and the cardholder agreement.

## USA PATRIOT Act

Pursuant to requirements of law, including the USA PATRIOT Act, Bank of America is obtaining information and will take necessary actions to verify your identity.

### Notice Regarding Pre-Screened Offer

Information contained in your credit report was used in connection with this offer. You received this offer because you satisfied the criteria for creditworthiness used to select you for this offer. The credit may not be extended if, after you respond, we find that you do not meet the criteria used to select you for this offer or any applicable criteria bearing on creditworthiness. If credit is extended, the exact account type and credit line will be based on a review of your income and current credit report. You have the right to prohibit use of information in your file with any credit reporting agency in connection with any transaction that you do not initiate. To assert this right with respect to your file, you may write to: **Trans Union**, Name Removal Option, P.O. Box 97328, Jackson, MS 39288-7328; **Equifax Options**, P.O. Box 740123, Atlanta, GA 30374-0123; or **Experian**, Consumer "OPT-OUT", 901 West Bond, Lincoln, NE 68521; or you may notify all three agencies by calling 1-888-567-8688.

## 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.

## Important Questions & Answers on Transferring Balances

### Q: Why would I want to transfer my balances?

A: You can save on purchases you've already made. Transfer your balances to your Bank of America Visa card account and take advantage of the low interest rate to consolidate your debts into one monthly payment.

### Q: How does the transfer work?

A: Simply complete our Balance Transfer form. Please be sure to include the complete account number of the account from which you wish to transfer a balance. **Upon approval**, Bank of America will write a check to your other creditors in the amount you indicate (based upon your approved credit line). Bank of America will then place a charge on your new Visa account representing that transaction. Finance charges (if and where applicable) will begin on the date that the balance transfer posts to your Bank of America account.

### Q: For what kinds of accounts can I use this service?

A: You can use this service for personal loans, auto loans, home equity loans and other similar accounts, in addition to credit cards including MasterCard, Visa, American Express, Discover and retail cards. Bank of America will not transfer a balance from any other

Bank of America or subsidiary of Bank of America Corporation account or process a request made payable to an individual.\*

### Q: If Bank of America pays off the entire balance, will my other accounts be closed?

A: We will not close your accounts. If you want to close your accounts, you must contact the other creditors directly.

### Q: Is there a fee for this service?

A: There is NO fee.

### Q: Do I need to continue making payments to my other creditors?

A: Yes. We will need 3-4 weeks to process your request. Therefore, you will still need to make payments on your other accounts to keep them current until your request is complete.\*\*

### Q: What will happen if my balance transfer request(s) exceeds the amount of my credit line?

A: Bank of America will process your balance transfer requests in the order listed on the Balance Transfer form and will make the maximum possible partial payment. Partial payment will not be made on more than one account.

\*Bank of America reserves the right to decline to process any balance transfer for any reason.

\*\*If you have a dispute with a creditor and pay that balance by transferring it to your new Bank of America account, you may lose certain dispute rights.

**By making a balance transfer you understand that future payments will be applied to promotional offers (which are normally at a lower interest rate) prior to any existing or new regular balances on the account.**

Credit subject to approval.

Credit cards issued by Bank of America, N.A. (USA), a subsidiary of Bank of America Corporation.

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