

Total Merrill® Cash Back Rewards Program Terms and Conditions

The Total Merrill® Cash Back Rewards Program (the “Program”) is a customer loyalty program offered in connection with Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”) through which Cash Back credit reward points (“Reward Credit(s)”) may be earned by using the Total Merrill® Cash Back Visa Signature® credit card (the “Card”). The Card is issued and administered by FIA Card Services, N.A. As used herein, “Cardholder,” “you” and “your” refer to the applicant and co-applicant, if any, who are approved by FIA Card Services, N.A. for a Card. Approval for a Card shall result in the establishment of a consumer credit card account. You must be at least 18 years of age or at least 21 years of age if a resident of Puerto Rico to participate in the Program. Business entities may not participate in the Program. The Program offers two methods by which the eligible Cardholder may receive the monetary equivalent of Reward Credits earned through use of the Card (the “Cash Reward(s)”). The Cardholder may elect to receive the Cash Reward (a) in the form of a check or (b) through electronic deposit into the Cardholder’s Merrill Lynch Cash Management Account® (“CMA®”) or Beyond Banking® (“Beyond Banking”) Account. In order to receive a Cash Reward, the Cardholder must redeem a minimum of 5,000 Reward Credits. See Paragraphs 1 and 6 below for details.

Review and keep this document (the “Program Terms and Conditions”). The Program Terms and Conditions are separate from the terms of the Credit Card Agreement. If your participation in the Program should end and you are otherwise eligible, FIA Card Services, N.A. may, at its discretion, issue a replacement credit card account for you. A replacement account will not provide you with access to any Program benefit.

EARNING REWARD CREDITS

1. Reward Credit earnings are based on the volume of new net retail purchase transactions (i.e., purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Cardholder and his or her authorized user(s), if any (“Net Purchase(s)”). Earn 1.25 Reward Credits for each Net Purchase dollar. Reward Credits are calculated on each transaction and rounded up or down to the nearest whole Reward Credit. A Cash Reward of 1% is available each time the Cardholder has earned a minimum of (5,000) Reward Credits. When a request for a Cash Reward is made, the resulting reward will use all available Reward Credits. Example: If you have earned 7,356 Reward Credits, your Cash Reward will be \$73.56. Subject to the availability of your Card’s credit line, there is no limit to the number of Reward Credits you may earn through your participation in the Program.
2. Balance Transfers; cash advances, including cash equivalents of any kind; interest charges; fees; purchases made by or for a business or for a business purpose; credit insurance, credit protection, or debt cancellation charges; and unauthorized/fraudulent transactions shall not earn Reward Credits. From time to time, special promotions may feature bonus Reward Credit offers. Details will accompany the offer.
3. For new Cardholders, accrual of Reward Credits earned through use of the Card may begin as of the date FIA Card Services, N.A. mails the Card and the Credit Card Agreement to you. If you are already a Cardholder of FIA Card Services, N.A. and your credit card account is converted to the Card Program, you may not earn Reward Credits until the first day of the Billing Cycle beginning after you receive your new Card(s).
4. Reward Credits earned through use of the Card may not be combined with other discounts, special rates, promotions or other reward programs offered by FIA Card Services, N.A., or any 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, unless specifically authorized by FIA Card Services, N.A. Merrill Points® and/or any form of Reward Credits earned through the use of any Merrill Lynch Visa Signature Rewards card may not be transferred to the Total Merrill Cash Back Rewards Program and vice versa.

USING REWARD CREDITS

5. The Billing Cycle statement (“Statement”) sent to you by FIA Card Services, N.A. will show your Reward Credits earned through use of the Card. Reward Credits are not eligible for use until they have appeared on a Statement. With the exception of their use in connection with obtaining the rewards we designate, Reward Credits have no intrinsic cash value, are non-negotiable, and cannot be used to pay any credit card balance.
6. Points will not expire and will remain available for redemption as long as your account meets the following conditions:
 - (a) It must remain open. If a cardholder voluntarily closes the account or if the issuer closes the account, and the account is in good standing at the time of account closure, we may, in our discretion, permit the Cardholder to redeem unused Points for up to 60 days after account closure. In all other circumstances, if the account is closed, all unused Points are immediately and irrevocably forfeited unless specifically authorized by us or the issuer.
 - (b) It must remain in good standing (i.e. with active charging privileges). Points cannot be redeemed if the account is not in good standing at the time of redemption. If your account loses charging privileges but regains its good standing before the point of account closure, your Points will be available for redemption once the charging privileges are restored. However, any

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.

7. Each Cardholder who earns the required minimum number of Reward Credits and whose Card is in good standing (e.g., the account is open and has active charging privileges) must request disbursement of a Cash Reward. Cash Rewards are not issued automatically. There are two methods by which the eligible Cardholder may receive a Cash Reward.

a) To request the Cash Reward in the form of a check, the Cardholder or an authorized user of the Card must telephone toll-free to 1.877.4ML.CREDIT. Checks are payable to the primary cardholder (i.e., not the joint cardholder or authorized user) and are mailed within 14 business days of the request. Checks expire 90 days from the issue date. Multiple check requests are processed separately.

b) To request the Cash Reward in the form of an electronic deposit into a CMA or Beyond Banking Account, the Cardholder or an authorized user of the Card must telephone toll-free to 1.877.4ML.CREDIT. We will require the Cardholder's CMA or Beyond Banking Account number as well as the Cardholder's authorization to send the Cash Reward electronically through the Automated Clearinghouse System (ACH).

8. Reward Credits are considered fully redeemed once a check has been issued and mailed to you or an ACH deposit has been made to your CMA or Beyond Banking Account. FIA Card Services, N.A. shall not be responsible for lost, stolen or undelivered checks or ACH deposits: substitute checks or ACH deposits will not be made available. Once a check has been issued or the ACH deposit completed and the value of any transaction(s) forming all or part of the Reward Credits used to obtain the check or ACH deposit is either refunded, credited or otherwise rescinded, we may, at our discretion, stop payment on any check(s), the ACH deposit, and/or withhold subsequent Reward Credits, 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.

GENERAL TERMS

9. To participate in the Program, you must (a) maintain a Card that is open and has charging privileges, and (b) be an individual consumer (not a corporation, partnership or other business entity, whether operating for profit or not).

10. Reward Credits are not the property of any Cardholder or other person or entity and may not be brokered, bartered, attached, pledged, gifted, sold, transferred or altered 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. Any brokered, bartered, attached, pledged, gifted, sold, transferred, purchased or altered Reward Credits shall be void. Violation of this rule may result in termination of a Cardholder's Program eligibility and nullification of any Reward Credits that have not been issued to the Cardholder. We shall have no liability for disagreements between Cardholders and/or third parties regarding the disposition of Reward Credits or the disbursement of Cash Rewards. In addition, FIA Card Services, N.A. shall not have any liability for fulfilling any requests for Cash Rewards made in response to any person claiming authority to act on your behalf.

11. Questions or disputes concerning Reward Credits shall be determined according to the Program Terms and Conditions in effect when the relevant transaction posted to your Card. All discrepancies regarding Reward Credits must be brought to the attention of FIA Card Services, N.A. within six (6) months from the posting date of the transaction for which the adjustment is sought. Such discrepancies are not the same as billing disputes and the separate resolution requirements that are applicable to them. Refer to your Statement for details about credit card billing disputes. Reward Credits may not be transferred between any credit card accounts issued by FIA Card Services, N.A.

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

13. Merrill Lynch and/or FIA Card Services, N.A. may change or limit any aspect of the Program; Merrill Lynch and/or FIA Card Services, N.A. may amend the Program Terms and Conditions, benefits or features, in whole or in part; may discontinue or replace any award with a similar one of lesser, equal or greater value; and may add, modify or delete any of the Program's participating providers, awards, benefits or special offers, at any time. Changes may affect outstanding transactions and Reward Credits, and may include, but are not limited to, the number of Reward Credits required to receive awards, the type of transactions qualifying for Reward Credits, the type of awards, and the maximum number of Reward Credits earned per month or year, or otherwise, if applicable. The Program is not scheduled to end on a predetermined date.

14. You agree to release FIA Card Services, N.A. and Merrill Lynch and their parent, affiliates and subsidiaries from all liability for injury, accident, loss, claim, expenses or damages sustained by you in connection with the receipt of any Reward Credits earned through use of the Card. The foregoing entities shall not be liable for any consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward Credits. Neither FIA Card Services, N.A. nor Merrill Lynch is responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. Neither FIA Card Services, N.A. nor Merrill Lynch assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction of, or unauthorized access to, or alteration of Reward Credits. Neither FIA Card

Services, N.A. nor Merrill Lynch is responsible for typographical errors and/or omissions in this or any other Program document.

15. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. 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 reference to its choice of law provisions.

FIA CARD SERVICES, N.A. DOES NOT OFFER, SPONSOR, MANAGE OR GUARANTEE ANY OF THE INVESTMENT OR SAVINGS PLANS AVAILABLE THROUGH MERRILL LYNCH.

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