Beyond Rewards® Program Rules for
MERRILL+® Visa Signature® Credit Card

MERRILL+ Visa Signature credit cardholders are automatically enrolled in the Beyond Rewards Program (the “Program”) at no additional cost. The Program is sponsored by Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”) and administered by FIA Card Services, N.A. (together referred to as “our,” “us,” or “we”). Independent third parties manage the travel, concierge, and gift card/certificate rewards portions of the Program. Each cardholder, joint cardholder and authorized user(s), if any (referred to as “cardholder(s),” “Participant(s),” “you,” or “your”) with a MERRILL+ Visa Signature credit card account issued by FIA Card Services, N.A. (“the issuer”) may earn and use points (“Merrill Points”) to obtain air, car and hotel travel rewards worldwide; a variety of specially selected travel rewards; gift certificates, gift cards, charitable donations, travel voucher rewards or cash rewards (each a “Reward” or collectively, “Rewards”). Rewards are displayed online at card.ml.com/rewards.

Review and keep this document (“Program Rules”). The Program Rules are separate from the terms of your Credit Card Agreement. From time to time we may change the Program Rules. When any change is made, we will notify you in writing and/or post the revisions at card.ml.com. It is your responsibility to review the Program Rules to be aware of any changes.

REWARDS PROGRAM

General
1. To participate in the Program, you must (a) maintain a card that is open and has charging privileges and (b) be an individual (no corporations, partnerships or other entities).

2. Merrill Points earnings are based on the new net retail consumer purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the card during each periodic billing cycle ("Billing Cycle") by the Participant(s) ("Net Purchase(s)"). Earn one Merrill Point for each Net Purchase dollar. Merrill Points are calculated at each transaction and are subject to verification. Fractions of Merrill Points greater than .50 are rounded up and less than or equal to .50 are rounded down. Balance transfers, cash advances, including purchases of cash equivalents of any kind, fees, interest charges, credit insurance, credit protection, or debt cancellation charges and unauthorized or fraudulent transactions do not earn Merrill Points. From time to time, special promotions may feature Bonus Merrill Points. Details will accompany the offer.

3. For new cardholders, accrual of Merrill Points may begin on the date the issuer mails the card and the Credit Card Agreement to you. If you are an existing cardholder of the issuer and your account is converted to the Program, you may not earn Merrill Points until the first day of the Billing Cycle beginning after you receive your card(s).

4. Merrill 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 we close the account, and the account is in good standing at the time of account closure, we may, at our discretion, permit the cardholder to redeem unused Merrill Points for up to 60 days after account closure. In all other circumstances, if the account is closed, all unused Merrill Points are immediately and irrevocably forfeited unless specifically authorized by us.
   (b) It must remain in good standing (i.e. with active charging privileges). Merrill 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 Merrill Points will be available for redemption once the charging privileges are restored. However, any 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.

5. Unless otherwise specified, Merrill Points may not be transferred to, or combined with, any Merrill Lynch or non-Merrill Lynch rewards program, including but not limited to the WorldPoints® rewards program. Only qualifying Merrill Lynch cardholders who also
have a Merrill Accolades® American Express® Card may redeem WorldPoints® points for Merrill Points, and vice versa, to the extent permitted by the cards respective terms and conditions.

6. Unless specifically authorized by us, Merrill Points may not be combined with other discounts, special rates, promotions or other reward programs or any entity, including airline frequent flyer, hotel frequent guest or other travel-related or membership reward charge or credit card programs, whether in the United States or abroad.

7. Cardholders may choose to consolidate (“link”) Merrill Points earned in multiple MERRILL+ credit card accounts subject to certain ownership and other criteria established by us from time to time. By linking Merrill Points from multiple cards, each cardholder agrees that all cardholders and authorized Merrill Point redeemers will be able to view all consolidated Merrill Point balances and all consolidated Merrill Points are available for redemption by any cardholder or authorized redeemer. Redemption of consolidated Merrill Points is subject to certain requirements. For more information, please call 1.800.419.0000.

8. The Billing Cycle statement (“Statement”) will show your Merrill Points earnings. Merrill Points have no intrinsic cash value, are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by us. Merrill Points are not property of any cardholder or other person and may not be brokered, bartered, attached, pledged, gifted, sold, or unless specifically authorized by us, 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. We shall not have liability for disagreements between cardholders regarding Merrill Points. Discrepancies about Merrill Points earnings are not treated as credit card billing disputes: refer to your Credit Card Agreement or the annual Your Billing Rights notice for details about billing disputes. Our decisions regarding Merrill Points discrepancies shall be final.

9. To obtain Anytime, Anywhere, Any Airline® Rewards, gift certificates, gift cards or travel rewards, go to card.ml.com or call 1.800.419.0000. Redeemed Merrill Points shall be deducted from your Merrill Points balance. If you request a Reward. Requests to redeem Merrill Points may be made by the cardholder and the authorized redeemer(s), if any. Decisions made by us regarding Merrill Points redemptions shall be final. We and our agents/contractors shall not have any liability for fulfilling Reward requests in good faith in response to any person claiming authority to act on your behalf. Gift certificates and gift cards are shipped to any address you designate, subject to the shipping terms found at card.ml.com.

10. Gift Card Rewards or Travel Rewards are considered fully redeemed once issued. No refunds, credits or substitutions will be issued if redemption or fulfillment of citizen or proof of naturalization result in denied boarding or entry when using a Travel 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, 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.

11. We reserve the right to disqualify anyone from participation in the Program, refuse to award or redeem Merrill Points, and close your card if, in our sole judgment, you or any other person(s) using the card, have violated any of the Program Rules, 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 credit card account. You must immediately notify us of any actual or suspected unauthorized use of your account.

12. We may change, limit or terminate any aspect of the Program; amend the Program Rules, benefits or features, in whole or in part; terminate a cardholder’s participation in the Program for any reason; may discontinue or replace any Reward with a similar one of equal or greater value; may modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners, Rewards, benefits or special offers, at any time. Changes may affect outstanding transactions and Merrill Points, and may include, but are not limited to, the number of Merrill Points required to receive Rewards, the type of transactions qualifying for Merrill Points, the type of Rewards, and the maximum number of Merrill Points earned per month or year, or otherwise, if applicable.

13. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We do not assume 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 card.ml.com.

14. Suppliers of goods and services are independent contractors and are not agents or employees of us, Visa U.S.A. Inc., or any of their affiliates; or any group, organization, or entity endorsing this credit card program. We do not offer, endorse, or guaranty any of the goods, services, information or recommendations provided by third parties to you. An independent third party travel agency manages the travel portion of the Program. State Seller of Travel registration numbers for Loyalty Travel Agency LLC in the states that require registration are: California 2097389-50 (Registration as a seller of travel does not constitute approval by California. Loyalty Travel Agency LLC is not a participant in the Travel Consumer Restitution Fund.); Florida ST38239; Hawaii TAR-6750; Iowa 987; and State of Washington 602 868 200.

15. You agree to release Merrill Lynch, its agents/contractors, FIA Card Services, N.A., and their respective Released Parties (which shall be defined with respect to the entity, its subsidiaries, affiliates, employees, officers, directors) from all liability for injury, accident, loss, claim, expense or damages sustained by you, and in the case of Travel and Concierge Rewards, 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. The foregoing entities are not responsible for typographical errors and/or omissions in any Program document.
16. The value of Rewards earned under the Program may constitute taxable income to you. You are responsible for any tax liability arising from participation in the Program. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such Rewards. Please consult your tax advisor, as neither FIA Card Services, N.A., its affiliates, nor their employees provide tax advice. 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.

17. From time to time, we may offer you the ability to redeem Points for other Travel Rewards, such as cruises. Please visit the Site for availability of, and terms applicable to, any such Rewards.

Anytime, Anywhere, Any Airline® Air Rewards

18. Cardholders may redeem Merrill Points for the 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 (by calling 1.800.419.0000 or online at card.ml.com), who locates the lowest published fares available when booking Air Rewards. Electronic tickets will be issued.

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”) of $500. 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: i.e., 2,500 Merrill Points must be redeemed for additional costs up to $25 of ticket value. Additional payments may be made in increments of 2,500 Merrill Points (for up to $25 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. Air Rewards start at 25,000 Merrill Points for flights on the following carriers: American Airlines, Delta Airlines, United Airlines and British Airways; Air Rewards start at 30,000 Merrill Points for all other carriers. Reservation and ticketing require at least a 21-day advance notice. If the advance notice requirement restriction is not met, the ticket will require an additional 5,000 Merrill Points.

MDV includes all taxes and destination fees including the September 11th Security Fee. FIA Card Services, N.A. reserves 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 charges, gratuities, insurance and airline amenities are the cardholder’s responsibility. Once issued, the 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 Air Rewards cannot be combined with any other coupons, vendor certificates or special offers unless otherwise stated herein.

Air Dollars-Off Rewards

19. Offer only valid when requested at the time of booking. All ticketing must be made by a Merrill Lynch Travel Advisor (by calling 1.800.419.0000 or online at card.ml.com). For every 10,000 Merrill Points redeemed, a value of $100 will be applied towards the airline ticket. Air Dollars-Off Rewards must be applied in whole amounts and if the amount of the Reward(s) exceeds the cost of the ticket, any remaining amount will not 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 what the reward costs is considered overage and will need to be collected using your MERRILL® card.

Auto Rental and Hotel Rewards

20. 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 ancillary 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
21. Cardholders may qualify for opportunities to use Merrill Points for limited-availability special Rewards such as vacation packages and sporting event tickets. Special terms and conditions associated with these Rewards will be disclosed when the Reward offers are made available, which may include the Reward supplier’s usage, cancellation, and refund policies. Merrill Points redemption requirements will be based on the dollar value of each of the available Rewards.

Gift Cards/Certificates Rewards
22. Redeem Merrill Points for gift cards or gift certificate selections at card.ml.com or by calling 1.800.419.0000. 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 Rewards can be sent to street addresses or P.O. Boxes. Requests for delivery outside the continental U.S. or expedited delivery, if available, are subject to additional shipping charges. Gift cards are subject to specific rules set forth by the independent retailers. Use of any gift card or certificate is subject to any additional restrictions contained on or with the gift card or certificate.

23. Financial Rewards
a) Fee and Commission Rebate
Cardholders may redeem Merrill Points for amounts up to the total of fees and commissions posted to their Merrill Lynch accounts during the current calendar year.

b) NextGen College Investing Plan
Cardholders may also redeem Merrill Points for cash to contribute to a Merrill Lynch Section 529 Account: NextGen College Investing Plan® subject to a minimum investment amount. (Refer to the NextGen College Investing Plan Program Description and Participation Agreement for more complete information.) Merrill Lynch reserves the right to determine the Merrill Points redemption value for fees, commissions, and NextGen cash contributions. Merrill Points quotes will be provided upon request. Merrill Points will be debited from the cardholder’s Merrill Points balance and a corresponding credit will be posted to the cardholder’s account upon redemption. No returns or refunds are allowed.

Before you invest in the NextGen plan, request a NextGen College Investing Plan Program Description by calling toll free 1.877.4.NEXTGEN (463.9843) and read it carefully. The Program Description contains more complete information, including investment objectives, charges, expenses and risks of investing in the NextGen plan which you should consider carefully before investing. You should also consider whether your home state or your designated beneficiary’s home state offers any state tax or other benefits that are only available for investments in such state’s 529 plan.

Merrill Lynch, Pierce, Fenner & Smith Incorporated is the underwriter for the NextGen plan. The NextGen plan is a Section 529 plan administered by the Finance Authority of Maine. Investment oversight is provided by the Maine State Treasurer.

c) IRA
Cardholders may redeem Merrill Points toward a contribution (“IRA Reward”) to an eligible IRA account in your name or that of your spouse or dependents with Merrill Lynch (a “Merrill Lynch Eligible IRA”). Merrill Points may be redeemed in increments of 1,000 Merrill Points, beginning with a minimum 10,000 Merrill Points. Each increment of 1,000 Merrill Points will be converted into an equivalent value of $10.00. In order to take advantage of this redemption option, please contact the Rewards & Benefits Center at 1.800.419.0000. Your contribution will then be sent by Merrill Lynch to the Merrill Lynch Eligible IRA you have indicated electronically within ten (10) business days. If your contribution is rejected for any reason or does not clear within thirty (30) days from the date it was issued by Merrill Lynch, your contribution will be considered void and the Merrill Points used to obtain the IRA Reward will be reinstated to you or to your MERRILL+ card account. If your MERRILL+ card account is closed before the Merrill Points can be reinstated to your account, then the cash Reward will be forfeited (except if your MERRILL+ card has been reported as lost or stolen, subject to verification). Obtaining a MERRILL+ card does not establish an IRA account at Merrill Lynch, nor does it guarantee Merrill Lynch will establish or maintain an IRA account for you. Merrill Points are not automatically redeemed for contribution to an IRA account. Merrill Points are only redeemed for contribution to a Merrill Lynch Eligible IRA upon your request, and subject to the terms of these Program Rules and the agreements and terms and conditions that govern the Merrill Lynch Eligible IRA. Merrill Points may not be redeemed for a contribution to an IRA account other than an IRA account at Merrill Lynch.

The Merrill Points redeemed for contribution to your Merrill Lynch Eligible IRA will be treated as a contribution for the year in which the contribution is made (unless you direct us to treat it as a prior year contribution at least ten (10) days before the deadline for making prior year contributions) and will be subject to the IRS contribution limits that apply to your Merrill Lynch Eligible IRA and deadlines established by Merrill Lynch. For example, 2012 Tax Year Contributions must be made by April 5, 2013.

Cash Rewards
24. Redeem Merrill Points for a variety of cash rewards by calling 1.800.419.0000. A cash Reward shall be issued for a U.S. dollar sum in the form of a statement credit to your MERRILL+ card, an electronic deposit to a checking or savings account of your choice, or a payment to an eligible mortgage loan. 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. Electronic Accounts are determined by the issuer 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 card.ml.com. Cash Reward values may be subject to change.
The MERRILL+ 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.

a) Redemption for Statement Credit
Merrill Points redeemed for statement credit to your MERRILL+ card will post to your account within 30 days of the date of redemption. Statement credits will generally 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.

b) 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 the issuer to the checking or savings account you have indicated within fifteen (15) 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 MERRILL+ card.

If your MERRILL+ card is closed before the Merrill Points can be reinstated to your account, then the cash Reward will be forfeited, except if your MERRILL+ 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.

c) Redemption for Payments on a Mortgage
You may redeem Merrill Points for cash Rewards in the form of payments on a Bank of America, N.A. first or second mortgage loan (reverse mortgages are not eligible).
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 the issuer 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. 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 the issuer, the payment will be considered void, the Merrill Points used to obtain the Reward will be reinstated to your card 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 the issuer. We are not responsible for how the payment is applied to applied account and cannot control whether payments are applied to the principal balance on your loan or any outstanding 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. during the redemption process. We are not responsible or liable for any payment penalties that Bank of America, N.A. may charge to your mortgage account.

An adjustment to your Merrill Points total for any reason causes you to receive more credit to your mortgage account than you were otherwise entitled to, you agree you may owe the value of such excess to us. We have the right to reduce your Merrill Points accordingly, withhold any subsequent Merrill Points and/or credits to your mortgage account, and/or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent debit in the form of a cash advance transaction to the MERRILL+ card.

Charitable Donations
25. Redeem Merrill Points for a variety of charitable donations by calling 1.800.419.0000. If you elect to have funds directed to a charitable organization please consult your tax advisor as to whether this qualifies as a charitable contribution.

Concierge Service
26. To access the Merrill Lynch Concierge Service, call 1.800.419.0000. 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 us 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) we and our 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+ card.