

AMENDMENT TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

The classification of cash obtained at a non-financial institution has been updated.

In the section titled *Types of Transactions*, we updated item 3.e. within the definition of a Cash Advance to include cash obtained at any non-financial institution, so that a Cash Advance includes the use of your account for a loan accessed:

by the purchase of foreign currency, money orders, travelers checks, or to obtain cash, each from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips, or bail bonds with your card or account number (including through the use of an enabled mobile device).

In the section titled *Types of Transactions*, we updated item 3.b. within the definition of a Cash Advance by removing the reference to cash obtained at any non-financial institution.

The section titled *We May Monitor and Record Telephone Calls* has been renamed *Telephone Calls: Calling, Monitoring and Recording*. Additionally, we updated the language regarding how we may make, monitor and record calls and other electronic communications.



BRE-045971

TELEPHONE CALLS: CALLING, MONITORING AND RECORDING

You consent to and authorize Bank of America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts.

Important Notice

Starting in August 2016, cash payments made with our tellers or ATM with Teller Assist (ATA) may only be accepted with a valid identification (ID).

YOUR BILLING RIGHTS

Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Bank of America
P.O. Box 982235
El Paso, TX 79998-2235

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

(over, please)

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

Note: It is very helpful if your letter includes the transaction date and the reference number for the charge, if available.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Total Credit Line.

After we finish our investigation, one of two things will happen:

- If we determine there was a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent, including to credit reporting agencies, if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Bank of America
P.O. Box 982235
El Paso, TX 79998-2235

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.