

## Loyalty, Award and Promotion Prepaid Digital Account Agreement

Effective Date: September 1, 2019

### Loyalty Award and Promotion Prepaid Digital Account Agreement

#### IMPORTANT INFORMATION — DO NOT DISCARD

##### Section 1. GENERAL INFORMATION

This is the Loyalty, Award and Promotion Prepaid Digital Account Agreement governing the Loyalty, Award and Promotion Digital Account issued by Bank of America, N.A. (“Agreement”). Please read this Agreement carefully and keep it for your records. Please register and activate the Loyalty, Award and Promotion Digital Account (“Account”) immediately. By accepting and using the Digital Account, you agree to be bound by this Agreement. Loyalty, Award and Promotion Prepaid Digital Account or “Account” means the Account issued by Bank of America, N.A. “You” means the person who has received the Account. “We”, “us”, “our”, and “Bank” means Bank of America, N.A., its successors, affiliates or assignees. The Account remains the property of Bank and must be surrendered upon demand. The Account is nontransferable and it may be cancelled, repossessed or revoked at any time without prior notice subject to applicable law. The Account is a payment account that can be used (until the expiration or cancellation of the Account) to make online or phone purchases at merchants that have agreed to accept Mastercard® or Visa® debit cards. This Account is issued for loyalty, award or promotional purposes and is not a gift card. The Account is not a credit card. When you use the Account, the amount available on the Account will be reduced by the amount of the purchase until it reaches zero. The Account will be subject to the fees set forth in the Schedule of Bank Fees included in this Agreement and which can also be accessed via the Account website [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard) or the initial email you received with your Account. No additional funds may be added to the Account. Your ability to make purchases with the Account will end on the expiration date of the Account or cancellation of the Account. You will not be entitled to receive any amount that remains on the Account at that time. The Account does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. You will not receive any interest on the funds on the Account. The funds on the Account are FDIC-insured. The Account was provided to you at the request of a commercial entity (the “Sponsor”) to provide funds for your use. The payment from the Sponsor to you, including the amount of the payment and ownership of the funds are matters between you and the Sponsor and we are not responsible for resolving any disputes between you and the Sponsor. For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays.

##### Section 2. ACTIVATION, TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS

**Account Activation.** You must register and activate the Account by clicking on the link in the initial email you received with your Account before you can use the Account.

**Personal Identification Number (“PIN”).** *You must select a PIN at the time you activate your Account and prior to using your Account for transactions.* If you need to reset the PIN, *please call us at 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.) or visit us online at [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard) to add a PIN to your Account.*

**Online and Phone Transactions.** You may use the Account to make online or phone purchases of goods and services at merchants that have agreed to accept Visa or Mastercard debit cards. You do not have the right to stop payment on any transaction originated by the use of the Account. You agree that we are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Account, if any merchant refuses to accept the Account, or for any other actions of the merchant. You will resolve disputes directly with the merchant on purchases made using the Account, and accept a credit to the Account as the method of refund.

**Point-of-Sale Transactions.** The Account does not permit any type of point-of-sale transaction.

**Cash Transactions.** The Account does not permit any type of cash transactions.

**Remaining Amount.** You may check the remaining amount on the Account at any time at no charge by visiting the account website or calling 866.213.8564. A history of account transactions also is available on the Account website.

**Foreign Transactions/Fees.** If you use your Account to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be the percentage of that U.S. dollar amount as disclosed in the Schedule of Bank Fees. If the Foreign Transaction is made in a foreign currency, Visa® or Mastercard® will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be the percentage of that U.S. dollar amount as disclosed in the Schedule of Bank Fees. Any International Transaction Fee will be shown in your Account history. The currency conversion rate used by Visa® will be either (1) a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa® receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by Mastercard® will be either (1) a wholesale market rate selected by Mastercard®, or (2) a government-mandated rate. The rate used by Visa® or Mastercard® on the processing date may differ from the rate on the date of your transaction.

**Legal Transactions.** You agree that you will only use the Account for transactions that are legal. For example, Internet gambling transactions may be illegal in your state. Display of a Visa®, Mastercard® or other logo by an on-line merchant does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules or for any other reason in our sole discretion. You also agree that if we do not decline the transaction, we may charge the Account and we are not liable to you if you engage in an illegal transaction.

**Authorized Use of Account.** If you permit someone else to use your Account, we will treat this as if you have authorized such use and you will be responsible for any transactions initiated by such person(s) using the Account.

**Negative Balances.** The amount on the Account will be reduced by the amount of your transactions plus applicable fees. We are not required to authorize or pay any transaction that will create a negative amount on the Account. If you attempt to use the Account for more than the then current available amount on the Account, we may refuse to authorize or we may return the transaction. However, if we do authorize or pay a transaction in excess of the amount on the Account, you agree to pay us on demand

the amount of any negative balance. If you fail to make any required payment, we have the right to initiate collection proceedings against you and/or report your failure to consumer reporting agencies in compliance with applicable law.

**Receipts.** You usually can get a receipt at the time you make any transaction with the Account.

### **Section 3. TELEPHONE NUMBER AND ADDRESS TO PROVIDE NOTIFICATION IN THE EVENT OF A LOST OR STOLEN ACCOUNT OR UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if the Account has been lost or stolen. If you believe that the Account has been lost or stolen: Call toll free 1.866.213.8564, 24 hours a day, 7 days a week, or write to: Bank of America, PO BOX 8488, Gray, TN 37615-8488 Customer service representatives are available at 1.866.213.8564, 24 hours a day, 7 days a week.

### **Section 4. EXPIRATION OF THE ACCOUNT**

The Account will expire at 12:00 midnight, Eastern Time, on the Expiration Date set forth on the front of the digital image of the prepaid card you received. After the Expiration Date, you will not be able to use the Account, you will lose all rights in or to the Account, and you agree that you will have no right to any amount remaining on the Account.

### **Section 5. “ZERO LIABILITY” POLICY; BANK’S LIABILITY; ERROR RESOLUTION PROCEDURES**

#### **a. Bank of America’s “Zero Liability” Policy for Unauthorized Transactions.**

Under the Bank of America “zero liability” policy, you may incur no liability and the Account will not be charged for unauthorized use of the Account up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of the Account or Account number or its unauthorized use, and subject to the following terms and conditions:

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer that does not involve use of the Account or Account number.

**“Unauthorized” defined.** A transaction is considered “unauthorized” if it is initiated by someone other than you (the Account holder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if 1) you furnish the Account, Account number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**“Reasonable” time defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than 60 days from the transaction date.

**Other considerations.** We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our Liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**b. Our Liability.**

**Our Failure to Complete a Transaction.** Unless otherwise provided by this Agreement, if we do not complete a transaction arising from the use of the Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, the amount on the Account is insufficient to complete the transaction; or
- (b) If, through no fault of ours, the funds on your Account are not available because the funds are uncollected, or subject to legal process; or
- (c) If the online or phone terminal or equipment was not working properly and you knew about the breakdown when you started the transaction; or
- (d) If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- (e) If the Account has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Account; or
- (f) If we have reason to believe that the transaction is unauthorized, suspicious, or fraudulent; or
- (g) If you attempt to complete an impermissible transaction with or at a merchant; or
- (h) If you attempt to complete a transaction contrary to the terms and conditions of this Agreement.

**c. Error Resolution Procedures.**

**In Case of Errors or Questions About Your Transactions:**

Telephone us at 1.866.213.8564 or write to Bank of America, PO BOX 8488, Gray, TN 37615-8488. Call or write us as soon as you can in case of errors or questions about transactions arising from the use of the Account. We must hear from you no later than 60 days after the date of the transaction in question.

- (a) Tell us your name and Account number.
- (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit the Account within 10 business days for the amount you think is in error, so that you will have the use of that amount during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Account. For errors involving: (i) Digital Accounts issued less than 30 days, (ii) point-of-sale, or (iii) foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For Digital Accounts issued less than 30 days, we may take up to 20 business days to credit the Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that were used in the investigation.

**d. Limitation of the Bank's Liability.**

In no event will we be liable for any claims of special, indirect or consequential damages.

**Section 6. PRIVACY**

As part of establishing your Account, you will receive with your Account a copy of the Prepaid Card Privacy Notice which generally addresses our policy for handling and disclosing information for your Account. You may view our Prepaid Card Privacy Notice at [www.bankofamerica.com/prepaidprivacy](http://www.bankofamerica.com/prepaidprivacy). With respect to any information we collect from you as a result of your Account, we will only share such information related to your Account, from time to time, subject to any applicable financial privacy laws or other laws or regulations, (a) where it is necessary for completing transactions; (b) in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance; (c) in connection with collection of indebtedness or to report losses incurred by us; (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (e) in connection with potential sales of businesses; and (f) to service providers who help us meet your needs by assisting us in providing the services under this Agreement.

**Section 7. NO PREAUTHORIZED TRANSACTIONS ALLOWED**

You may not make preauthorized regular payments through the use of the Account.

**Section 8. RECORDING AND MONITORING TELEPHONE CALLS**

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

**SECTION 9. GOVERNING LAW/SEVERABILITY**

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of North Carolina. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**Section 10. CONVERTING TO A PHYSICAL PLASTIC**

You may request to convert from a Digital Account to a physical card embossed with your name. You understand and acknowledge that the use of the physical card is subject to the Loyalty, Award and Promotion Prepaid Card Agreement which will be provided to you along with the physical card. Once you convert to a physical plastic card, you will no longer be able to use your Digital Account. You may place this request by calling us toll free at 1.866.213.8564.

**Section 11. YOUR CANCELLATION OF THE ACCOUNT**

**Prior to the expiration date of the Account, you can contact us and request a check for the amount remaining on the Account. If you make such a request, the Account will be canceled.**

**Section 12. ELIGIBILITY FOR AND AVAILABILITY OF THE ACCOUNT.**

Only individuals who can lawfully enter into and form contracts under applicable law and have reached the age of majority may have an Account. We may refuse to provide an Account to anyone, at any time, in our sole discretion.

**Section 13. TERMINATION.**

We, in our sole discretion, may terminate this Agreement, your access to your Account, or your access to our site for any reason. We will provide you any notice required by applicable law. If any funds remain on your Account, we will pay them to you by issuing a check. We may terminate this Agreement immediately, without prior notice, if you commit any fraudulent, illegal or impermissible acts or provide false information to us, in which event we may withhold from any payment to you any amount we reasonable believe you owe as a result of any wrongful conduct in connection with your Account or our site. You acknowledge and agree that we may set off the amount of any outstanding fees or payment due to us prior to issuing any authorized refunds.

**Section 14. SCHEDULE OF BANK FEES.**

<i>Fee Type</i>	<i>Fee</i>
<b>Conversion to Physical Card</b>	\$5.00 per request
<b>Express Delivery of Physical Card</b>	\$15.00 per request
<b>International Transaction Fee</b>	3% of the U.S. Dollar amount of the Transaction
<b>PIN Change Request</b>	1 free per year, then \$0.50 thereafter
<b>Optional Paper Statement</b>	\$1.00 per request
<b>Check Issuance</b>	\$5.00 per request

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List of all fees for Loyalty, Award and Promotion Prepaid Digital Account

All fees	Amount	Details
Spend money		
Per purchase with PIN	\$0	
Per purchase with signature	\$0	
Information		
Live agent customer service call	\$0	
Automated phone service call	\$0	
Online account information	\$0	
Using your card outside the U.S.		
International transaction fee	3%	Of total U.S dollar amount of transaction
Other		
Conversion to physical card	\$5.00	Per request
Conversion to physical card, express delivery	\$15.00	Additional fee
Inactive account	\$0	
PIN selection or change	\$0.50	You will be charged this fee after 1 free each year.
Paper statement	\$1.00	Per statement
Paper check issuance	\$5.00	Per request

Note: For any questions related to the above fee schedule, please call the Prepaid Debit Card Customer Service Center at 1.866.213.8564, 1.866.656.5913 TTY, or 1.423.262.1650 (Collect, when calling outside the U.S.). For any questions regarding your payments and dates of additions to your Account, please contact **your sponsor**.

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