Merrill Rewards for Business™ Visa Signature® Card
Beyond Rewards® Program Terms and Conditions

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Companies that apply for and receive Merrill Rewards for Business™ Visa Signature® card(s) are automatically enrolled in the Beyond Rewards program (the “Program”). All Merrill Points earned by the Cards will accrue to the Company unless the Company designates otherwise (see below).

The Program is sponsored by Merrill Lynch, Pierce, Fenner & Smith Incorporated and administered by FIA Card Services, N.A. (referred to as “our,” “us,” or “we”). Independent third parties manage the travel, merchandise, gift card/certificate and concierge rewards portions of the Program. FIA Card Services, N.A. manages the cash Rewards portion of the Program. “You” or “your(s)” means the Company, the Guarantors, and/or the Cardholders (if the Cardholders are designated to accrue Merrill Points) under a Merrill Rewards for Business credit card account (“Account”). A Guarantor may, but need not, be a Cardholder.

The Guarantor may identify to us an individual who shall be an Authorized Contact to perform certain functions on behalf of the Company as described in these Terms and Conditions.

The Account may include one or more business credit cards (“Card(s)”) issued in connection with the Account. The Merrill Points earned by all of the Cards will accrue at the Company level, unless we are directed by the primary Guarantor or the Authorized Contact to accrue Merrill Points at the Cardholder level. A diversion account will not earn Merrill Points.

You may earn and use Merrill Points to obtain air Rewards, car rental and hotel Rewards worldwide; cruise-related Rewards; a variety of specially selected travel Rewards; merchandise, gift card or gift certificate Rewards, charitable donations or cash Rewards (collectively, “Rewards”) as full payment for goods or services available through us, the Merrill Lynch Redemption Center, or the Merrill Lynch Concierge service. A complete selection of Rewards is displayed online at www.card.ml.com/ (the “Site”). Cash Rewards are obtained through FIA Card Services, N.A. Travel, Merchandise, and Gift Card/Certificate Rewards are obtained through independent third parties. Rewards obtained through the Merrill Lynch Concierge service are fulfilled by third-party suppliers.

Review and keep this document. These Terms and Conditions are separate from the terms of your Business Card Agreement (“Card Agreement”). From time to time we may change the Terms and Conditions. When any change is made, we will post revisions at the Site and/or we will notify you in writing, as applicable. It is your responsibility to review the Terms and Conditions to be aware of any changes. By our furnishing a copy of these Terms and Conditions to the Company, any Guarantor, or any Cardholder, the Terms and Conditions are deemed disclosed to all Guarantors, Cardholders, and the Authorized Contact of the Company.

Rewards Program
General Terms

1. To participate in the Program, the Company and Guarantor(s) must have an Account that is open and has charging privileges, and each Cardholder must be authorized by the Company to maintain and does maintain a Card that is open and has charging privileges. All fees assessed under these Program Rules are subject to change and are payable as follows: (1) For Company-level Merrill Points accumulation and Company-level billing under the Card Agreement, fees are billed to and payable by the Company; and (2) For Company level Merrill Points accumulation and Card level billing under the Card Agreement, fees are billed to and payable by the first open Card account in good standing; (3) For Card level Merrill Points accumulation and Company-level billing under the Card Agreement, fees are billed to and payable by the Cardholders and roll up to the Company Account; and (4) For Card-level Merrill Points accumulation and Card-level billing under the Card Agreement, fees are billed to and payable by the Cardholders.

2. Merrill Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns, and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Cardholders(s) (“Net Purchase(s)”). Earn one Merrill Point for each Net Purchase dollar. Merrill Points are calculated at each transaction, rounded to the nearest whole Merrill Point, and are subject to verification. The following transactions are not included in “Net Purchases” and, therefore, do not earn Merrill Points: Cash Advances of any kind, Balance Transfers, Quasi-Cash transactions of any kind, finance charges, credit insurance, credit protection, or debt cancellation charges any other fees and charges, all as defined in the Card Agreement; and unauthorized transactions, including those made with a lost, stolen, canceled, or fraudulent Card.
A Company is entitled to only one award of First-Use Bonus Merrill Points. Details will accompany the offer.

3. For new customers, accrual of Merrill Points may begin on your Enrollment Date. Enrollment Date means the date we mail the Card and the Card Agreement to you. If you are an existing business credit card customer, a Guarantor or Authorized Contact may request to enroll the Account in the Beyond Rewards program. In that instance, the Enrollment Date is the date we process your request. Merrill Points do not expire.

4. Information about Merrill Points earned under the Program is available on your monthly billing statement and in Online Banking. Any Merrill Points displayed on your monthly billing statement and in Online Banking are subject to adjustment in accordance with these Terms and Conditions. Merrill Points cannot be redeemed if the account is not in good standing at the time of redemption. In addition, 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. Merrill Points accrue daily, i.e., the Merrill Points related to a transaction are eligible for use on the day the transaction posts to your Account.

We shall have no liability for disagreements between Cardholders or Guarantors regarding Merrill Points. You must notify us promptly of any apparent Merrill Points discrepancy, but in no event later than sixty (60) days from the date the transaction for which an adjustment is sought is posted to your account. Otherwise, Merrill Points earned will be deemed accurate and you will have waived any claim for adjustment. Discrepancies about Merrill Point earnings are not treated as credit card billing disputes. Refer to your Card Agreement for details about billing disputes. Our decisions regarding Merrill Point discrepancies shall be final.

With the exception of their use in connection with obtaining the specific cash Rewards, Merrill Points have no intrinsic cash value, are nonnegotiable, are not your property, and cannot be redeemed for any benefit except those Rewards designated by us.

Unless specifically permitted by these Terms and Conditions or authorized by us, Merrill Points and Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us or any other 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. Except as permitted in these Terms and Conditions, Merrill Points may not be brokered, bartered, attached, pledged, gifted, sold, or 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. A Guarantor or Authorized Contact may transfer Merrill Points from any Card to the Company or to a Guarantor's Card.

5. To obtain Travel Rewards, Merchandise, Gift Card/Certificate Rewards, go to the Site or call the Merrill Lynch Redemption Center at 1.888.999.9645. To obtain cash Rewards, please call 1.866.617.1859. To redeem Merrill Points for Rewards available through the Merrill Lynch Concierge service, or to make requests through the Merrill Lynch Concierge service without redeeming Merrill Points, go to the Site or call the Merrill Lynch Concierge service at 1.888.999.9645.

Redeemed Merrill Points are deducted from your Merrill Points balance as of the date you request a Reward. A Guarantor, Authorized Contact, or the Cardholder may redeem and/or transfer Merrill Points accumulated on the Cardholder's Card. A Guarantor or an Authorized Contact may redeem and/or transfer Merrill Points accumulated at the Company level.

Decisions made by us regarding Merrill Points redemption shall be final. Neither Merrill Lynch, nor FIA Card Services, N.A., nor any of the independent third parties shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf. You may designate anyone as the user of a Travel Reward, but all travel documents will be sent to the email address provided at the time of redemption.

Merchandise Rewards cannot be shipped to P.O. boxes. Gift Cards/Certificates can be shipped to any address you designate, subject to the shipping terms found at the Site or by calling the Merrill Lynch Redemption Center. For specific information about the fulfillment of cash Rewards or the conversion of Merrill Points, see the section of these Terms and Conditions discussing this category of Reward.

Merrill Lynch Concierge Rewards may be issued to anyone you choose, subject to the terms contained in the Merrill Lynch Concierge Terms of Use.

6. Merrill Points redeemed for a Merchandise Reward may be credited back to your earnings only if the Reward is damaged or defective and only in accordance with the procedures we specify. Travel Rewards, Gift Card/Certificate Rewards, and Merrill Lynch Concierge Rewards are considered fully redeemed once issued. No refunds, credits, or substitutions will be issued if improper proof of citizenship or naturalization result in denied boarding or entry when using a Travel or Merrill Lynch Concierge Reward. Cash Rewards are fully redeemed once a check has been issued and mailed to you. We shall not be responsible for lost, stolen, or undelivered checks.

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, interrupt the shipment of merchandise, stop payment on any check(s), 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.

7. If you voluntarily close the Account, you will no longer earn Merrill Points, but if the Account remains in good standing, you will have up to sixty (60) days to redeem any Merrill Points in accordance with these Terms and Conditions. If we close or restrict the Card Account for any reason, or you terminate participation in the Program, or you violate the Program Rules, or you convert your Card Account to another account that is not eligible for the Program, you will no longer earn or redeem Merrill Points and all unused Merrill Points will be immediately and irrevocably forfeited. However, if your Card Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Card Account is opened for you, we will transfer any existing Merrill Points from your old Card to the new Card.
You may redeem Merrill Points for the Anytime, Anywhere, Any Airline® Air Rewards (“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 or at the Site. Charter flights, consolidator fares, packaged fares, contract fares and Internet pricing are not available with Air Rewards. Reservations made by other travel agents or tour companies will not be accepted. Electronic tickets will be issued unless carrier restrictions apply. See below for more information about paper tickets. 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 and corresponding MDV required for an Air Reward. Merrill Points must be redeemed for additional costs up to $100 of ticket value. Additional payments may be made only in increments of 5,000 Merrill Points (for up to $100 of additional cost). Air Reward 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. The number of Merrill Points and corresponding MDV required for an Air Reward is 25,000/$500. An additional redemption of 2,000 Merrill Points for ticket processing is required for each Air Reward. MDV includes all taxes and destination fees as well as the September 11th Security Fee.

We reserve 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, gratuities, insurance and airline amenities, are the cardholder’s responsibility. Once issued, the Air Reward 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 and the airline-associated fees must paid for using the cardholder’s Merrill Rewards for Business card.

Merrill Points cannot be used for airline exchange fees, additional fees due to changes or cancellations or any other fee imposed by the airline. In addition to any fees imposed by the airline, there is a $45 fee per ticket for all such modifications, exchanges or cancellations. Bookings may be made without the redemption of an Air Reward. There is no fee when making a courtesy ticket arrangement online, but there is a $15 service fee per ticket when booking through the Merrill Lynch Travel Advisor. Such fees may be paid by charging the fee on your Merrill Rewards for Business card or by redeeming 1,500 Merrill Points.
All tickets will be issued electronically, unless paper tickets are required by the carrier. Paper tickets may be requested for a fee of $25 per ticket charged to your Merrill Rewards for Business card. Circle trips, wherein the traveler elects to extend a layover or reach a final destination different than his or her original departure destination, may incur additional costs. Combining two or more lower-priced tickets to reach the maximum cost is not allowed. Air Rewards cannot be combined with other coupons, vendor certificates or special offers and all service fees and additional costs must be paid for using your Merrill Rewards for Business card unless otherwise stated herein.

Air Dollars-Off Rewards
Air Dollars-Off Rewards must be booked through your Merrill Lynch Travel Advisor by calling 1.888.999.9645 Merrill Points may be redeemed in increments of 10,000 and applied towards an airline ticket purchase. For every 10,000 Merrill Points redeemed, a value of $100 will be applied towards the airline ticket. $100-off air travel Rewards must be applied in whole amounts and if the $100 Reward is over the cost needed, any remaining amount will not be reimbursed or credited. $100-off air travel Reward is applied per person not per total to the booking record. Multiple $100-off air travel Rewards may be used. Any amount over what the Reward costs is considered overage and will need to be collected using your Merrill Rewards for Business card.

Auto Rental and Hotel Rewards
You may obtain Auto Rental and Hotel Rewards through participating car rental agencies and hotels worldwide with two different payment options: those that require payment when you use the service and then receive a credit to your Card statement ("Statement Credit Rewards") and those that you pay for in advance ("Prepaid Rewards"), as further described below. 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. You earn Merrill Points for additional costs charged to the Card. There are no exchanges or refunds for "noshows" 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.

a. Statement Credit Travel Rewards
Statement Credit Rewards must be reserved by calling the Redemption Center. Use your Merrill Points or Merrill Points in combination with the use of the Card to obtain hotel stays and car rentals. 5,000 Merrill Points = $75 MDV. For every 5,000 Merrill Points you use, you will receive up to a $75 credit toward the cost of your travel arrangements. Redeem as many $75 credits as you choose. The credit will equal the MDV of the Merrill Points you have used to obtain the travel arrangements, or the actual cost of the Reward, whichever is less. For example, if the cost is $325 and you have 25,000 Merrill Points available to redeem, you may use four (4) $75 credits and charge the remaining $25 to your Card, or you may use five (5) $75 credits. In the case of the latter, your account will not receive credit of any kind (e.g., monetary credit or Merrill Points) for unused Merrill Points. Merrill Points are redeemable only in increments of 5,000. Advance reservations of at least seven days are required and travel arrangements are subject to availability. The entire cost of the rental or hotel stay must be charged to your Card. We will process a credit transaction to your Card within five business days after you make your reservation which will be applied to your account as a retail credit adjustment, not as a payment; you must continue to make your Total Minimum Payment shown on your Billing Statement. If you do not use the Reward, the credit adjustment remains but Merrill Points used to obtain the Reward are not reinstated. When you return the vehicle/check out of your hotel, your Card will be charged for the complete rental cost/room bill, including any Miscellaneous Costs.

b. Prepaid Rewards
Prepaid 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 Merrill Points plus cash option. Prepaid Rewards begin at 5,000 Merrill Points, but have no corresponding maximum dollar value. We will determine the specific Merrill Point redemption level based on the dollar value of each Reward. If you do not use the Reward the Merrill Points used to obtain the Reward are not reinstated. When you return the vehicle/check out of your hotel, your Card will be charged for any Miscellaneous Costs.

Cruise Rewards
You may redeem Merrill Points and save on the cost of cabin accommodations or shipboard expenses. Reservation may be made by visiting the Site or calling the Redemption Center. All reservations must be made seven days in advance. Rewards start at 10,000 Merrill Points. If you have the minimum 10,000 Merrill Points, but not enough for the entire Reward, you can use your Merrill Points for part of the Reward and charge the rest to your Card.
Discount and shipboard credit rewards may not be available on all cruise lines, check at the time of reservation. Cruise Rewards may not be used retroactively or to pay the cost of cruise deposits. The cruise discount will not be effective until you have tendered final payment for the travel arrangements. The appropriate number of Merrill Points you wish to redeem will be deducted from your total Merrill Points earnings when you authorize the billing of the deposit for the reservation to your Card. The amount of the discount may not exceed the total cost of your cruise arrangements.

Miscellaneous charges, including, but not limited to beverages and meals; port charges; taxis and other ground transportation; items of a personal nature (e.g., laundry, dry cleaning, telephone, telefax, internet fees, photographs, medical services, spa services, etc.); baggage charges; gratuities; insurance and any other carrier amenities are not eligible for direct offset with the use of Cruise Rewards, unless such charges are included in the cost of the travel arrangements as quoted by the cruise line operator, or, if such charges are to be paid through use of your shipboard credit portfolio.
There are no exchanges or refunds for no-shows or unused portions of travel arrangements obtained with the use of Cruise Rewards. If you cancel your travel plans and cancellation fees are assessed, those fees shall be payable with your Card. Cruise Rewards cannot be used to pay any portion of cancellation fees. Once a deposit has been paid, we reserve the right to charge you a cancellation fee. If the cruise operator cancels the cruise you have booked, then all or part of the Merrill Points used in connection with the booking may be reinstated to your Merrill Points earnings at your request. Merrill Points which have been reinstated under these circumstances will expire in accordance with the terms of the Program.

Tour and Package Rewards
From time to time, Cardholders may receive opportunities to use their Merrill Points for select Travel Rewards; these Rewards may include, but are not limited to cruise and vacation package arrangements. These offers shall be subject to special terms and conditions, which will be disclosed when the Rewards are advertised. Special terms may include the cruise line and/or vacation supplier’s cancellation and refund policies. We will determine the specific Merrill Point redemption level based on the value of each Reward.

Merchandise and Gift Cards/Certificate Rewards
Redeem Merrill Points for merchandise, gift cards or certificate selections by calling the Redemption Center at 1.888.999.9645 or online at the Site. 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. Returns or exchanges are only permitted for damaged or defective Rewards. The return must occur within 30 days of your receipt of merchandise Rewards. We will arrange the return and pay the shipping charges for any damaged or defective Rewards.

Rewards are subject to availability. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured goods may not necessarily reflect exact colors or models due to printing variation and/or manufacturers’ model or style updates or photo facsimile used for general representation of merchandise. Restrictions may apply to the availability of some Rewards, such as federal, state, or local regulations or minimum age requirements.

Merchandise Rewards are sent to street addresses and cannot be sent to P.O. Boxes. Requests for delivery outside the continental U.S. or expedited delivery, if available, are subject to additional shipping charges. Room of Choice is a special delivery for TV’s 37-inch and larger and other oversize items. Our carrier will contact you directly to arrange a convenient time between 9 a.m. and 5 p.m. local time Monday through Friday. Room of Choice delivery will be specified in the redemption details for any Reward that qualifies. Your Reward will be uncrated and placed in the room of choice (reasonable access permitting) and the packing materials will be removed. Included in the delivery is one flight of stairs, up or down. This service does not include installation of any type. An adult 18 years or older must be present to inspect and sign for delivery. Liability is transferred upon signature of receipt of Room of Choice delivery. Complete details about shipping, including information about direct shipments from suppliers; large freight items; damaged or incomplete shipments are found by calling the Redemption Center. Products provided under the Program are under full Manufacturer’s Warranty information provided with each product.

Gift card, certificate or travel voucher Rewards can be sent to street addresses or P.O. Box. Gift card, certificates and travel vouchers are subject to specific rules set forth by the independent retailers. Use of any gift card, certificate or travel voucher is subject to any additional restrictions contained on or with the card, certificate or voucher. Gift card, certificate or travel voucher retailers are in no way affiliated with Merrill Lynch and/or Bank of America, nor are they participants, sponsors or co-sponsors of the Beyond Rewards Program and are not liable for any alleged or actual claims related to this Program. All gift cards, certificates or travel vouchers are subject to the terms and conditions stated on the card, certificate, vouchers or the retailer’s website. All trademarks are property of their respective owners and used with their permission.

Cash Rewards
Redeem Merrill Points for a variety of cash Rewards through the Redemption Center. A cash Reward shall be issued for a U.S. dollar sum in the form of a statement credit to your 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. Eligible Accounts are determined by FIA Card Services, N.A. and 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 the Site. Cash Reward values may be subject to change.

The Merrill Rewards for Business credit 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.

1. Redemption for Statement Credit
Merrill Points redeemed for statement credit to your Card will post to your account within 30 days of the date of redemption. Statement credits will 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.

2. 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 us 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 Card. If your Card is closed before the Merrill Points can be reinstated to your account, then the cash Reward will be forfeited (except if your 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.

3. Redemption for Contributions to a Cash Management Account
You may redeem Merrill Points for contributions to a Merrill Lynch Cash Management Account® (“CMA”) including Working Capital Management Accounts (WCMA®). To complete the redemption, you will be asked to provide your CMA Account number and your authorization to send the Cash Reward electronically. Once processed, the contribution will be deposited into your CMA Account within fourteen (14) business days of the request.

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

4. Redemption for Payments on a Mortgage
You may redeem Merrill Points for cash Rewards in the form of payments on your Bank of America, N.A., first or second mortgage loan (reverse mortgages are not eligible), or to a mortgage loan that you have with a third party mortgage lender (“Mortgage Lender.”) 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 FIA Card Services, N.A. 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., or the Mortgage Lender designated by you in the redemption process 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 FIA Card Services, N.A., the payment will be considered void, the Merrill Points used to obtain the Reward will be reinstated to your 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 FIA Card Services, N.A. We are not responsible for how the payment is applied to your mortgage account and cannot control whether payments will be applied to the principal balance on your loan or any outstanding interest or loan 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., or the Mortgage Lender that you designate as payee during the redemption process. We are not responsible or liable for any prepayment penalties that Bank of America, N.A., or your Mortgage Lender may charge to your mortgage account.

Charitable Donations
Redeem Merrill Points for a variety of charitable donations by telephoning the Merrill Lynch Redemption Center. If you elect to have funds directed to a charitable organization please consult your tax advisor as to whether this qualifies as a charitable donation.

Merrill Lynch Concierge Rewards
Redeem Merrill Points for goods and services available through the Merrill Lynch Concierge service by calling 1.888.999.9645. Merrill Points may be used as full payment to obtain a Reward through the Merrill Lynch Concierge service. If the Merrill Points value of a Reward through the Merrill Lynch Concierge service exceeds your Merrill Points available, you may pay the difference between the cost and your Merrill Points available to obtain the Reward. Rewards may be subject to special terms and conditions that will be disclosed when the goods and/or services are requested. Special terms may include the reward supplier’s cancellation and refund policies. We will determine the specific Merrill Point redemption level based on the dollar value of each Reward.

From time to time, cardholders may receive opportunities to redeem their Merrill Points for services available through the Merrill Lynch Concierge service. At the time of selecting a service through the Merrill Lynch Concierge service, you may be eligible to redeem Merrill Points toward a statement credit on your Card to help offset the purchase cost of your service. Merrill Point values, and the corresponding statement credit, will be determined at the time of redemption. The credit will appear on your Card billing statement within 3-5 business days after making your arrangements with the Merrill Lynch Concierge service, and will be applied to your account as a retail credit adjustment, not as a payment; you must continue to make your Total Minimum Payment shown on your Arrangement Service statement and refund policies. We will determine the specific Merrill Point redemption level based on the dollar value of each Reward.

Concierge Service
To access the Merrill Lynch Concierge Service, call 1.888.999.9645 and say “Concierge.” 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 Merrill Lynch, the issuer 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) Merrill Lynch, the issuer and their respective 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 Rewards for Business Card.
MERRILL LYNCH MALL

To be eligible to earn Bonus Merrill Points, your card account must be open with charging privileges and you must begin each shopping session and make your qualifying purchase through the Merrill Lynch Mall. Only purchases which are made by clicking through the Merrill Lynch Mall will be eligible to earn Bonus Merrill Points. Allow up to 60 days for Bonus Merrill Points to appear on your statement. Please review the mall Terms of Use on the shopping website.

This credit card program is issued and administered by FIA Card Services, N.A. Beyond Rewards is a registered trademark of Bank of America Corporation. All other company, product, and service names may be trademarks or service marks of others and their use does not imply endorsement or an association with this program. The Merrill Rewards for Business Visa Signature Card program is issued and administered by FIA Card Services, N.A. Merrill Rewards for Business is a trademark of Bank of America Corporation. Merrill Points is a registered trademark of Bank of America Corporation. Visa and Visa Signature are registered trademarks of Visa International Service Association and are used by the issuer pursuant to a license from Visa U.S.A. Inc.