

# Bank of America® Secured Visa® Application



Pursuant to requirements of law, including the USA PATRIOT ACT, Bank of America is obtaining information and will take necessary actions to verify your identity.

**Important:** To ensure prompt processing, please print and fill out completely. **Note:** If married, you may apply for a separate account in your own name.

## Instructions:

1. Fill out application form.
2. Send a cashier's check, money order, or personal check for \$250 up to \$10,000. (Make check payable to Bank of America.)
3. Mail your application form and funds to: Bankcard Processing Center, PO Box 53144, Phoenix, AZ 85072-9324

## BANKING RELATIONSHIP

Do you have a banking relationship with Bank of America?  YES  NO If yes, please list your Checking Account #: \_\_\_\_\_  
 Check here if you do not wish to receive a Mini-Card.

### 1 Please tell us about yourself

First Name	MI	Last Name	JR/SR
Social Security Number	Area Code & Phone Number	Date of Birth	
Physical Address (No P.O. Boxes)	City		Apt. #
State	Zip	Email Address:	
Mailing Street Address (if different from above)	City		Apt #
State	Zip		
Monthly Payment	<input type="radio"/> Rent	Bank of America Customer Since	Are you a U.S. citizen or a Permanent Resident of the U.S.?
\$	<input type="radio"/> Mortgage	MM YY	<input type="radio"/> Yes <input type="radio"/> No If 'No', please list Alien Registration #

### 2 Please tell us about your employment or source(s) of income

Name of Current Employer or Business	Income from alimony, child support or separate maintenance payment need not be revealed if you don't wish us to consider it as a basis for repayment.
Area Code & Work Phone	Annual Gross Household Income
( ) -	\$
<input type="radio"/> Retired	
<input type="radio"/> Permanently Disabled	

### 3 Yes, I want a free additional card

First Name	MI
Last Name	
Social Security Number	

### 4 Deposit information

Deposit Amount Enclosed
\$

### 5 Optional Cardholder Security Plan™

Yes. I am signing below to acknowledge receipt of the CSP Terms and Conditions and I want to help protect my account with the optional Cardholder Security Plan™. ♦ This plan can credit my credit card account up to 12 monthly payments in the event of disability, unemployment or unpaid family leave of absence and up to \$10,000 in the event of Accidental Death. DBAS0603

Yes \_\_\_\_\_ No \_\_\_\_\_

Sign here for the Cardholder Security Plan Sign here to decline

### 6 Signatures for agreement

*Note: Application cannot be processed without signature(s).*

**By signing below, you agree to the authorizations, terms and conditions on the right side. If you provide us your personal check to fund the security account, you authorize us to convert the check to an electronic debit to your checking account for the same amount.**

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

<b>X</b>	Your Signature	Date
<b>X</b>	Co-Applicant's Signature	Date

#### Substitute Form W-9

Certification – Under penalties of perjury, I certify that (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding.

#### Certification Instructions

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting of interest or dividends on your tax return. (See also IRS instructions for Substitute Form W-9 in the Deposit Agreement and Disclosures.)

App Type: SCW Tracking ID# 4245  
00-02-2140NSB (02/2004)  
OCR# 25048

## Fee and Term Information – Secured Card

<b>Annual Percentage Rate (APR) for Purchases</b>	Variable APR applies, currently <b>14.99%.*</b>
<b>Other APRs</b>	Cash Advance APR: 19.99% (minimum 19.99%)* Penalty Rate: 25.99% (minimum 25.99%)*
<b>Variable Rate Information</b>	Your APR for Purchases and Cash Advance transactions may vary. The rate is determined monthly by adding a margin of 10.99% for Purchases and 12.99% for Cash Advances to the Prime Rate.**
<b>Balance Calculation Method for Purchases</b>	Average Daily Balance (including new purchases)
<b>Annual Fee</b>	\$29
<b>Grace Period for Purchases</b>	At least 20 days
<b>Minimum Finance Charge for Purchases</b>	\$1.50 (Unless purchase Average Daily Balance is zero)

\*If you miss two consecutive minimum payments; or within a six month billing cycle period you miss two minimum payments or are two times Over the Credit Limit; then your Purchase, Cash Advance and Balance Transfer APR will be the Prime Rate plus 21.99% (minimum 25.99%).

\*\* The Prime Rate used to determine your APR is the rate published in *The Wall Street Journal* effective on the last day of the prior month. The margin is determined by our review of your credit report and information you provide on the application.

**The terms of your account, including any APR (or how an APR is calculated) are subject to change. Any changes will be made in accordance with the Cardholder Agreement.**

Late Payment Fees: \$35; Over the Credit Limit Fee: \$35; Cash Advance Fee: 4% to 5% of each advance (min. \$5 to \$25). Total Foreign Currency Conversion adjustment: 3% of foreign transaction. Stop Payment Fee: \$29; Returned Payment Fee: \$29; Copy Charge: \$3 per item; Research Fee: \$15 per hour.

The information listed above is correct as of 12/01/03 and is subject to change at any time without prior notice. To receive the most recent information, please write to: Bank of America, P.O. Box 53137, Phoenix, AZ 85027-9911.

### Authorizations, Terms and Conditions

By applying for a credit card with Bank of America, N.A. (USA) ("We", "Us", or "Our"), you agree to the following:

- (1) You authorize us to obtain credit reports in connection with (a) your request for and our issuance of an account; (b) the collection, review or renewal of your account; and (c) any change to your credit limit or terms of your account. We may report our credit experience with you to others.
- (2) You will receive a Cardholder Agreement with your credit card(s). The cardholder agreement becomes effective and you agree to its terms by either using your account or by not closing your account within three days of receipt of your Cardholder Agreement.
- (3) You certify that you are of legal contracting age and that you have read all of the terms, authorizations and disclosures contained herein. You understand that the information that you provide is given to obtain credit from us and represent and warrant that it is true and complete.
- (4) Arizona law will govern your agreement with us. Disputes, claims or controversies shall upon election by either you or us be resolved by binding arbitration.
- (5) The APR and credit line will be based on our review of your current credit report and information you provide on the application.

### \*Optional Cardholder Security Plan™ Terms and Conditions

The Cardholder Security Plan™ (CSP) is an *optional* provision of your Bank of America Cardholder Agreement. **Whether or not you purchase CSP will not affect your application for credit or the terms of any existing credit agreement you may have with Bank of America. Benefits:** In return for a monthly fee, this plan can credit up to 12 Monthly Benefit Amounts per unrelated event to your credit card account if you become Totally Disabled, Involuntarily Unemployed, or take an unpaid Family Leave of Absence. Accidental Death Protection can credit a lump sum benefit amount equal to the balance on the date of loss or \$10,000, whichever is less. The Monthly Benefit Amount is based on both the account balance on your credit card statement immediately following the date of loss (up to \$10,000) and the minimum payment percentage required, subject to a minimum Monthly Benefit Amount. **Cost:** The monthly program fee is 75¢ per \$100 of your monthly outstanding balance for single protection if one applicant is listed or 99¢ per \$100 for joint protection if two applicants are listed. (Authorized Users are not eligible for protection.) For your convenience, the fee is automatically billed to your account. During months when you have no monthly outstanding balance on your statement, there is no charge. **Eligibility Exclusions:** There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under CSP. The Cardholder Security Plan does not cover losses resulting from willful or criminal misconduct. Transactions posted to your account after your date of loss are not included in benefit activation calculations. Accidental Death and Disability Protection excludes losses that occur prior to the Effective Date and losses resulting from intentionally self-inflicted injuries. To be eligible for Disability, Involuntary Unemployment or unpaid Family Leave of Absence Protection, you must be gainfully employed on a full-time basis (working at least 30 hours per week) on the date of loss. Disability Protection does not cover losses due to normal pregnancy or childbirth or any period of disability that is less than 30 consecutive days. Involuntary Unemployment Protection does not cover losses caused by voluntary unemployment or forfeiture of salary or wages; unemployment less than 30 consecutive days; resignation; retirement; seasonal employment (less than 1,000 hours in a calendar year); disability; or during receipt of severance pay. Unpaid Family Leave of Absence Protection does not cover unpaid leaves of absence less than 30 consecutive days or leaves of absence for which you receive salary or other compensation from your employer. Involuntary Unemployment and unpaid Family Leave of Absence Protection does not cover self-employment or a loss that begins prior to, or within 30 days after, the Effective Date. Accidental Death Protection does not cover losses resulting from suicide, use of alcohol or drugs, non-commercial aviation, or an act of war, declared or not. Please refer to the Terms and Conditions provided in your Cardholder Agreement Addendum for a full explanation of all conditions and exclusions. "Accidental Death Protection" in section 3.1; "Disability Protection" in section 3.2; "Involuntary Unemployment Protection" in section 3.3; "Family Leave of Absence Protection" in section 3.4. **Termination:** If at any time during the first 30 days of the date your protection begins you decide to cancel this optional plan, all CSP fees billed to your account will be refunded. You have the right to cancel CSP at any time by making a written request. The cardholder Security Plan will automatically terminate in the following circumstances: you no longer have your credit card account with Bank of America; your protected account is closed due to account charge-off; or you owe four or more previous minimum payments due on the protected account.

The Plan Administrator is CSI Processing, LLC at P.O. Box 34888, Omaha, NE 68134-0888 or call 1.888.668.6938 Monday – Friday, 7:00 a.m. – 10:00 p.m. Central Time.

The Monthly Benefit Amount (monthly payment) may not be sufficient to completely cover your minimum monthly payment if you make additional transactions after the day of loss.

**Please keep for your records**

## State Law Disclosures

**Notice to New York State Residents:** Upon request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports.

**Notice to Ohio Residents:** Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No agreement, individual statement, or court order applying to marital property will adversely affect the creditor's interest unless the creditor, prior to the time credit is extended, is furnished with a copy of the agreement, statement, or order, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**Notice to California Residents:** Regardless of your marital status, you may apply for credit in your name alone.

## Notice Regarding Affiliate Sharing:

From time to time, Bank of America and our affiliates may share with each other information contained in your application/acceptance certificate or obtained from outside sources, provided that you have not previously instructed us to cease sharing information by sending a written request to: Bank of America, P.O. Box 27025, Richmond, VA 23261-7025. Please be sure to include your name, address, telephone, account and social security numbers with your correspondence.

## Additional Services

Services described in this offer have certain exclusions, restrictions and limitations. Details will be mailed to you when you become a cardholder. Warranty Manager Service is underwritten by Indemnity Insurance Company of North America. Coverage is in excess of other insurance. Auto rental coverage is only excess reimbursement insurance and excludes expensive, exotic and antique cars.

## SECURITY AGREEMENT

**1. This is the "Security Agreement"** referred to in the Secured Card Application form (the "Application"). "Bank" means Bank of America, N.A. (USA) and its successors and assigns. "Depository Bank" means the retail bank affiliate of the Bank that opens the Deposit Account in your name. "You," "your" and "yours" refer to each person signing the Application Form who holds an interest in the Deposit Account at the Depository Bank, with each of you being referred to as a "Cardholder." "Deposit Account" shall mean the "Deposit Account" opened pursuant to this Application Form, as well as substitutions or renewals of that Deposit Account, which you have, by signing the Application Form, granted to the Bank to secure the Debt (as defined below). "Secured Card Account" means the secured credit card account to be established by the Bank, with an identifying account number to be assigned by the Bank upon approval of the Application. "Debt" means all obligations to the Bank, including any continuing guaranty arising from the Secured Card Account, as well as each extension, refinancing or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Agreement, including fees for independent and/or in-house counsel, where allowed by law. No portion of the Deposit Account, including any interest earned, will be available to you or may be used to secure other loans.

**2. Bank's Rights over Deposit Account.** The Bank may make settlements or compromises on the Deposit Account; transfer the Deposit Account to the Bank's own name;

or exercise ownership rights on the Deposit Account. You waive any right to require the Bank to: (a) proceed against any Cardholder or any other person; (b) proceed against or exhaust any security held under this Agreement; or (c) pursue any other remedy in the Bank's power. The Bank may, without prior notice, and from time to time: (a) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (b) take and hold security (other than the Deposit Account) for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (c) release or substitute any Cardholder, guarantor, or endorser of the Debt; and (d) increase or lower the credit line on your Secured Card Account, provided that your Deposit Account at all times will be security for your debt.

**3. Defaults.** The Bank may, without prior notice, declare you in default of the Debt if: (a) you fail to meet the conditions, to perform any obligation, or to make any payment under this agreement or any other agreement that you make relating to the Debt; (b) you withdraw or transfer from the Deposit Account any funds pledged under this Agreement; (c) you have given the Bank false or misleading information or misrepresentations; (d) any Cardholder dies; (e) any government authority takes action which the Bank believes adversely affects your financial condition or ability to repay the Debt; (f) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (g) you file a bankruptcy petition, a bankruptcy petition is filed

against you, or you make a general assignment for the benefit of creditors. If you default, the Bank may declare all of the Debt immediately due and payable. Bank may also exercise all the rights of an owner of the Deposit Account.

**4. Enforcing the Agreement.** Upon any default, Bank is authorized to act as owner of Deposit Account and to apply all or any portion to: (a) Bank's case in enforcing its rights hereunder; (b) the interest and fees relating to Debt; and (c) the principal of Debt. Bank is irrevocably appointed as attorney-in-fact to execute any instruments required to satisfy Debt. This Agreement is governed by the laws of the state in which Depository Bank and Deposit Account are located. Bank's rights stated in this Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against Bank. Bank can exercise its rights against Deposit Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until Debt is fully repaid, and you have no further obligations under this Agreement, you will subordinate in favor of Bank any right of subrogation and any right to enforce a remedy Bank now has or may later have.

## BY SIGNING THE SECURED CARD APPLICATION, YOU AGREE THAT:

- (1) The information provided is true and complete and you accept Bank of America, N.A. (USA)'s offer for a Secured Card Account with a credit line equal to the amount deposited by you (or required by Bank) in a new Deposit Account which will be used as collateral to secure your obligations to Bank of America, N.A. (USA). The owners of the Deposit Account must be identical to the Cardholders on the Secured Card Account. You are of legal contract age and you agree to be bound by the terms and conditions of the Security Agreement above as well as the Cardholder Agreement that will be mailed to you with your new card(s).
- (2) If more than one person is signing, each of you will be individually and jointly liable for the Secured Card Account.
- (3) We may send out materials (cards, billing statements, and notices) to any person listed on your Secured Card Account, and that person will be authorized to use your account. Notice to any of you will be considered notice to all of you.
- (4) We may provide credit information about you and your account to others.
- (5) The Deposit Account will be governed by the terms and condition set forth in the following documents, as amended from time to time: the Deposit Agreement and Disclosures; the Personal Schedule of Fees; and Miscellaneous Fees for Deposit Accounts. These documents will be mailed to you after the Deposit Account is opened.
- (6) This signature(s) will serve as verification for any transaction in connection with the Deposit Account, and as the Applicant's certification of the taxpayer identification number to which interest will be reported.

**Please keep for your records**