

## TERMS OF USE FOR BANK OF AMERICA GLOBAL CARD ACCESS WEBSITE

IMPORTANT! PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY.

### **By clicking the "Accept" button or Using the Network (as defined below), you:**

1. Agree to comply with these terms of use ("**Terms of Use**") for the Services (as defined below) and GCA Service website (the "**Site**").
  2. Agree that you may use the Service and the Site only if you have been expressly authorized to do so by the Client (as defined below).
  3. Acknowledge that you have read all of the terms set out in these Terms of Use (in particular, we draw your attention to the terms set out under "Disclaimer of Warranties and Limitations of Liability" and "General" below).
  4. Acknowledge that you are only being provided with the Service and the Site as an authorized user of the Client.
  5. Acknowledge that you are not being provided with the Services and the Site either as a consumer or with respect to any of your individual or personal accounts with the Bank (as defined below) or its affiliates.
  6. Agree to receive within this Site or through Alerts, the Terms of Use, all updates to the foregoing, and all disclosures, notices, alerts, and other communications regarding the Site.
  7. Acknowledge that these Terms of Use will only be provided to you once even if you Use the Site with respect to multiple card accounts, and you agree that you will be deemed to have entered into these Terms of Use separately with respect to each such card account.
  8. Agree, if you are resident in Canada, India or Singapore, to the collection, use and disclosure of your personal data and other data processing activities set out in the Privacy Notice for Canada, India and Singapore referenced below.
  9. Agree to us communicating with you through the methods of electronic transmission set forth in the terms and conditions below, including through electronic mail (e-mail) and text messaging services.
  10. Agree to us sending communications using an automatic telephone dialing system or an artificial or prerecorded voice system.
- You can withdraw your consent to the Terms of Use by calling customer service through the telephone numbers provided in the Contact Us section within the Site. However, withdrawing your consent means you will no longer be able to access or otherwise Use the Site or the Services.

IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MUST NOT USE THE SITE OR THE NETWORK.

**"Bank"**, **"we"**, **"our"**, or **"us"** means with respect to cards issued in (i) Australia, Bank of America, National Association acting through its Australia Branch; (ii) Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Switzerland, Spain, Turkey, or the United Kingdom, Bank of America Europe Designated Activity Company; (iii) Canada, Bank of America, National Association acting through its Canada Branch; (iii) Hong Kong, Bank of America, National Association acting through its Hong Kong Branch; (iv) India, Bank of America, National Association acting through its Mumbai Branch; (v) Singapore, Bank of America, National Association acting through its Singapore Branch; and (vi) United States, Bank of America, N.A.

**"Card Agreement"** means a, Card Services Agreement, or Commercial Card agreement, in either case, entered into by Client with the Bank.

**"Client"** means client that is a legal entity and that has entered into a Card Agreement with the Bank.

**"Network"** means, collectively, the Site, the Services, the Alerts Services (as defined below), and the Proprietary Materials (as defined below).

**"Privacy Notice"** means the Bank privacy notice identified in the section titled "Personal Information and Privacy" below which applies to you based on your country of residence.

**"Service"** means card and related services offered to Clients under their Card Agreement.

**"Using"** or **"Use"** means accessing, viewing, obtaining information from, and otherwise using (or attempting to do any of the foregoing) the Network (or any part thereof).

**"You"** means the user who entered into and is bound by these Terms of Use, and **"your"** shall be construed accordingly.

### **The Site and Services**

The Site is a digital banking service for desktop platforms made available by the Bank to Clients that allows authorized users of the applicable Client to Use the Services with respect to the applicable card account linked to the Client's account with the Bank (a "**Card Account**").

Any Use of the Network, other than as expressly permitted by the Site or these Terms of Use or without our prior written consent (which we may withhold in our sole discretion), is strictly prohibited. You agree to comply with all applicable laws, rules, regulations and statutes (including any applicable export control laws).

Your Use of the Site and the Service is subject to these Terms of Use and the terms of use of the card that has been issued to you (if any) under the relevant Card Agreement with the Bank.

Our Privacy Notice describes how we collect, use, share, transfer and otherwise process your data (including personal data and information) in relation to your Use of the Site and other parts of the Network.

We will not charge you for your Use of the Site other than any charges that we may apply with respect to the Services. Your mobile communications or internet service provider may levy additional charges for Using the Site, including for data usage and mobile roaming services, and alerts sent via text message.

### **Changes to the Site, Terms of Use and Privacy Notices**

These Terms of Use, the Privacy Notice, the Site and the Services are subject to change. We may ask you, in accordance with applicable law, to accept any changes we may make to these Terms of Use, or for any changes to existing functions or new functions, in each case, that we choose to offer to you. Subject to applicable law (i) if you do not accept any such changes, your only recourse is to stop using

the Site and the Services, and terminate your account; and (ii) your continued Use of the Site and the Services after the revisions have taken effect will constitute your acceptance of those changes.

### **Equipment**

We do not make any recommendations, endorsements or any representations or warranties of any kind regarding any of your equipment. You are responsible for selecting the equipment that you Use and for all resulting liability.

### **Online ID and Password**

You must have valid account identification, including a User ID and password, to Use certain parts of the Network.

You are responsible for maintaining the confidentiality and security of your User ID and password. You are responsible for all Uses of your User ID and password, including any requests submitted through the Use of your User ID and password (whether or not authorized by you) except to the extent caused by our negligence, fraud or willful misconduct.

You must contact us promptly if you become aware or suspect: (i) that the confidentiality of your equipment, User ID, password or other security details have been compromised; or (ii) any unauthorized Use or fraud relating to the Network, your card, or the account.

### **Proprietary Materials**

The content and operation of the Site and the Services is protected by U.S. and international copyright and other intellectual property laws. The Site, the Services and other parts of the Network (i) are supported by or may comprise software and hardware systems, and (ii) use, incorporate, display, transmit, relate to, contain or embody: software, databases, copyrighted material, trademarks, service marks, database rights, patents, and other proprietary rights and information, including text, data, images, logos, and "look and feel", all graphical and navigational elements, and the compilation, arrangement, structure, and sequence of all components and other data, content and materials (together (i) and (ii), the "**Proprietary Materials**"). The posting of information or other content on the Site or the Services does not constitute a waiver or a transfer of any of our rights, title or interest in the Proprietary Materials, except as expressly permitted by us. To the greatest extent permitted under applicable law, all information transmitted or otherwise submitted by you to us via the Network shall be deemed to be our sole and exclusive property, and we shall be free to use such information for any lawful purpose whatsoever.

### **Use of the Network**

We and/or our licensors retain all rights, title and interest (including intellectual property rights) in and to all the Proprietary Materials (including any derivative works, modifications, and updates thereto). Subject to your compliance with these Terms of Use, we hereby grant you a non-transferable, non-exclusive, revocable, terminable, personal, non-sub-licensable and limited license to Use the Services and this Site on equipment that you own or control, in each case, solely in connection with the applicable Card Account that the Client has authorized you to Use.

You may Use the Network only for lawful purposes and in accordance with these Terms of Use. You may not export or re-export the software in the Site. Your access to the Network is subject to such identity verification and security processes as we may require.

The Network is not intended for distribution to, or Use by, any person or entity in any jurisdiction or country where any such distribution or Use would be contrary to applicable law. Any such distribution or Use shall constitute a breach of these Terms of Use. We reserve all rights not expressly stated in these Terms of Use. We and/or our licensors disclaim any and all implied licenses to the maximum extent permitted under applicable law.

You will inform us of all errors, difficulties or other problems with the Site of which you become aware. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems.

### **Use Restrictions**

You represent and warrant that your submitted information shall be true, accurate, and complete. You also agree to maintain and promptly update your submitted information as needed.

You represent and warrant that in Using the Network (including any information that you submit), you shall not: (i) create a false identity or otherwise attempt to mislead any person as to your identity or the origin of any communication transmitted; (ii) use accounts, account numbers, or attempt to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminate or transmit any materials or messages that do not pertain to the intended use of the Site or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; (v) interfere with, disrupt, or attempt to gain unauthorized access to information or other accounts hosted by us or our third party vendors and made accessible to you; (vi) do so in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use; (vii) violate the rights of any third party, including other proprietary and/or intellectual property rights, or rights of publicity or privacy; (viii) violate any applicable law; (ix) transmit or deploy any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, or expropriate any system information; (x) create liability for us or our third party licensors; or (xi) interfere with the operation of the Network or our information systems or security, including by damaging, disabling, overburdening, or compromising the same, or by interfering with other users.

You confirm that you (a) will not activate the Site or Use the Network when visiting a country that is either subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist supporting" country; (b) are not listed on any U.S. Government list of prohibited or restricted parties; and (c) acknowledge that when visiting or residing in certain countries, certain internet banking transactions may also be governed by the laws of foreign countries where those transactions are effected or processed, and the Bank may be required to disclose those transactions to governmental and law enforcement agencies.

### **Security and Related Obligations**

You agree to take all reasonable precautions to protect and prevent fraudulent Use of the Network, your equipment and security information.

You shall not violate or attempt to violate the security of the Network. Without limiting the foregoing, you shall not, with regard to the Network: (i) disrupt or interfere with any hardware or software operating the Network; (ii) access or obtain data, information, or materials that you are not authorized to obtain or access; (iii) log into a server or account that you are not authorized to access; (iv) decompile or reverse engineer the software contained in the Site; (v) attempt to, or otherwise, probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures, or hack into or insert malicious code into the Site or other operating systems; (vi) interfere with, or attempt to interfere with, service to any user, host or network, including by means of submitting a virus to the Network, or by overloading, hacking, spamming, "gatoring," "flooding," "mailbombing," or "crashing" the Network; (vii) Use it on a jail-broken or rooted device; (viii) Use any "spyware," or tools, programs, robotic algorithms, or products to automatically harvest, download or "spider" the Site, or any content in the Network; or (ix) infringe, violate or misappropriate any of our or any third party's rights (including intellectual property rights) in and to any materials disclosed or otherwise made available on or through the Network.

Violations of your obligations in these Terms of Use (including under the sections titled "Security and Related Obligations" and "Use Restrictions") may result in civil or criminal liability. We reserve the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in violations.

### **Alerts**

These Terms of Use also govern your use of the Bank of America Mobile Alerts Service ("**Alerts Service**"), including the provision of the Alerts Service through all applicable internet sites, mobile applications, text messaging services, software products or applications and other method of transmission and communication (each, a "**Delivery Method**"). The Alerts Service will allow you to specify certain events and conditions upon which you will receive an electronic communication (an "**Alert**") from the Bank through your chosen Delivery Method. You hereby consent to our communicating information in regard to your accounts and the Services (including Alerts) to each e-mail address; telephone, facsimile, cellular or text message number; and other electronic number, address, handle or similar destination designation (each a "**Delivery Address**") and represent and warrant to us that you have obtained the consent of every owner and/or user of each Delivery Address to the use of such Delivery Address for our communication to you.

You should not rely solely on information transmitted through the Alerts Service, including Alerts. The Alerts Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your accounts with us. Due to differences in the frequency of updates and other similar technology and service issues, information transmitted through the Alerts Service, including Alerts, may differ from information transmitted through other means and may, in some cases, not be accurate. You agree that we will not be liable for any errors or delays in the content of any such information or for any actions taken in reliance thereon.

You understand and agree the Alerts Services are not encrypted and may include personal or confidential information about you (such as your authorized users, or your counterparties, including potentially information regarding individuals). We will never include your verification ID or full account number. However, Alerts may include your name and some information about your accounts. Depending upon the type of Alert, information such as your account balance, transaction information (including amount) or the due date for your credit card payment may be included. Anyone with access to your Alerts will be able to view the contents of these messages.

You agree that you will notify us immediately if the Delivery Address is compromised (for example, through the loss or theft of a cellular device to which the Alerts Service is directed) or if the recipient of the information is no longer authorized to receive information through the Alerts Service. We will act upon such notice within a reasonable period after receipt of the notice.

### **Alerts Service: Telecommunications Connection and Equipment**

Participating wireless carriers currently include AT&T, Metro PCS, Sprint, T-Mobile®, and Verizon Wireless. This list of carriers may change without notice in the future. You are responsible for any and all telecommunications charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

With Bank of America Alerts program you will receive messages based on your account settings. Canada: Standard Message & Data Rates May Apply. US: Message & Data Rates May Apply. You may opt out at any time by texting STOP to 767262. By sending STOP to 767262, you agree to one additional confirmation message stating that you've opted out and will no longer receive messages from us. To get help reply HELP to 767262 at any time. Get additional support by calling the number on the back of your card. By participating in this program you specifically authorize us to send communications using an automatic telephone dialing system or an artificial or prerecorded voice system. You are not required to sign the agreement as a condition of purchasing any property, goods or services. The person consenting to receive communications also provides authorization for the specific telephone number that may be contacted via this program. The carriers are not responsible for any delayed or undelivered messages. Messages may be delayed or not delivered due to factors outside of the carrier's control.

### **Disclaimer of Warranties and Limitation of Liability**

AUSTRALIAN CONSUMER LAW, THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION ACT 2001 (CTH) AND OTHER LEGISLATION IN OTHER JURISDICTIONS (INCLUDING OUTSIDE AUSTRALIA) MAY CONFER RIGHTS AND REMEDIES ON ONE OR BOTH OF THE PARTIES HERETO WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THESE TERMS OF USE DO NOT EXCLUDE OR LIMIT SUCH STATUTORY RIGHTS. SUBJECT TO THE FOREGOING, THESE TERMS OF USE EXCLUDE ALL OTHER CONDITIONS AND WARRANTIES THAT MAY BE IMPLIED BY CUSTOM, LAW OR STATUTE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) THE NETWORK AND ALL INFORMATION, PRODUCTS, AND SERVICES OBTAINED FROM THE NETWORK ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS; (II) WE AND ANY THIRD-PARTY LICENSORS AND PROVIDERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, DATA, ACCURACY, MERCHANTABILITY, SATISFACTORY QUALITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (III) ANY MATERIAL ACCESSED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE

NETWORK IS DONE AT YOUR SOLE DISCRETION AND RISK; AND (IV) YOU EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE NETWORK AND/OR NON-TRANSMISSION OF ALERTS IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTY THAT THE NETWORK WILL: (A) MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (B) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) PROVIDE RESULTS THAT WILL BE ACCURATE OR COMPLETE; OR (D) MEET YOUR EXPECTATIONS ABOUT THE QUALITY OF ANY PRODUCTS, SERVICES, ALERTS, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE NETWORK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, THIRD PARTY LICENSORS AND PROVIDERS SHALL NOT BE LIABLE, EXCEPT TO THE EXTENT CAUSED BY OUR FRAUD, NEGLIGENCE OR WILLFUL MISCONDUCT: (W) FOR ANY DAMAGES CAUSED BY ERRORS, OMISSIONS (INCLUDING NON-TRANSMISSION OF ALERTS), INTERRUPTIONS, FAILURE OF PERFORMANCE, DOWN-TIME OR UNAVAILABILITY OF THE NETWORK, SECURITY VIOLATIONS, VIRUSES, TROJAN HORSES, SOFTWARE BOMBS AND MALICIOUS, DESTRUCTIVE OR CORRUPTING CODES, AGENTS, PROGRAMS OR MACROS AND SPYWARE OR SIMILAR ITEMS OR PROCESSES, LOSS OR ALTERATION OF TRANSMISSIONS, ILLEGAL CONDUCT OF OTHER USERS AND THIRD PARTIES, OR UNAUTHORIZED ACCESS TO OR THEFT OR DESTRUCTION OF YOUR ACCOUNT OR SUBMITTED INFORMATION; (X) FOR ANY DAMAGE TO YOUR EQUIPMENT OR OTHER COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE ACCESSING OF ANY SUCH MATERIAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IT WAS REASONABLY FORESEEABLE; (Y) TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES OR IT WAS REASONABLY FORESEEABLE; AND (Z) TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES OR IT WAS REASONABLY FORESEEABLE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE FOREGOING, OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OF USE, AND/OR THE NETWORK (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL BE LIMITED TO: (1) DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMANT UP TO US\$50.00; PROVIDED THAT WHERE AUSTRALIAN LAW APPLIES, (1) SHALL BE READ AS: "(I) SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN".

SOME OR ALL OF THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, INCLUDING BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

### **Termination**

Except as otherwise required by applicable laws, you agree that we, at our sole discretion, may temporarily or permanently terminate, suspend, or modify your access to and other Use of the Network (or any part of it) at any time and for any reason, including for lack of use by you, if your card or the Client account is not in good standing, or if we believe that you or the Client have violated or acted inconsistently with these Terms of Use.

The terms, conditions, and warranties contained in these Terms of Use that by their nature and context are intended to survive the expiry or termination of these Terms of Use will survive, including sections titled and "Proprietary Materials", "Use of the Network", "Security and Related Obligations", "Disclaimer of Warranties and Limitation of Liability", "General" and "Contact Details". No licenses or other rights (i) in or to Proprietary Materials or other software or data; or (i) to Use the Site or other parts of the Network, in either case (i) and (ii) granted to you these Terms of Use shall survive the expiry or termination of these Terms of Use.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR TERMINATING, SUSPENDING, OR MODIFYING YOUR USE OF OR ACCESS TO THE NETWORK.

### **General**

For purposes of these Terms of Use, if the Bank is (i) Bank of America, National Association acting through its Australia Branch, these Terms of Use and its interpretation shall be governed by the laws of New South Wales, regardless of where you reside or use a Network. The New South Wales courts shall have exclusive jurisdiction to determine any claim arising out of or in connection with these Terms of Use; (ii) Bank of America, National Association acting through its Hong Kong Branch, these Terms of Use and its interpretation shall be governed by the laws of Hong Kong, regardless of where you reside or use the Network. The Hong Kong courts shall have exclusive jurisdiction to determine any claim arising out of or in connection with these Terms of Use; (iii) Bank of America, National Association acting through its Mumbai Branch, these Terms of Use and its interpretation shall be governed by the laws of India, regardless of where you reside or use the Network. The Indian courts shall have exclusive jurisdiction to determine any claim arising out of or in connection with these Terms of Use; (iv) Bank of America, National Association acting through its Singapore Branch, these Terms of Use and its interpretation shall be governed by the laws of Singapore, regardless of where you reside or use the Network. The Singapore courts shall have exclusive jurisdiction to determine any claim arising out of or in connection with these Terms of Use; (v) Bank of America, National Association acting through its Canada Branch, these Terms of Use and the Services are governed by the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. You hereby submit to the non-

exclusive jurisdiction of the courts of Ontario; (vi) Bank of America Europe Designated Activity Company, these Terms of Use, including any non-contractual obligations or liabilities arising out of it or in connection with it, and its interpretation shall be governed by the laws of England and Wales, regardless of where you resides or use the Network. The English courts shall have exclusive jurisdiction to determine any claim arising out of or in connection with these Terms of Use; (vii) Bank of America, N.A., these Terms of Use and the Network are governed by the United States laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where you reside or use the Network. Any dispute or controversy concerning your use of the Network or these Terms of Use will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge without a jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction. Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration.

To the extent that any part of these Terms of Use are determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms of Use shall remain in full force and effect. Any waiver by us of any right or provision contained in these Terms of Use shall not be deemed to be a waiver of any other right or provision of these Terms of Use. The section headings are for convenience only and have no legal or contractual effect. The word "including" in these Terms of Use shall not be limiting. To the extent of any conflict between the terms of the Card Agreement and these Terms of Use, the latter shall control.

Your rights under these Terms of Use shall not be assigned or novated by you without our prior written consent. We may freely assign or novate these Terms of Use.

### **Website/Platform Security**

As a reminder: (i) we will not disclose or request sensitive information in any unencrypted e-mail communications (e.g., full account number and PIN number). If you should receive an e-mail containing or asking for this type of sensitive information, please call us immediately on the Cardholder Services hotline which is found at the back of your card; and (ii) if you call us or receive a call from us, please remember we will never ask you to provide us with your online account password.

E-mail hoaxes are becoming commonplace on the internet. If you suspect that you have received a hoax e-mail that appears to be from us, do not click on any links that may be embedded in the message. Instead, please call us immediately on the Cardholder Services hotline which is found at the back of your card.

### **Personal Information and Privacy**

Our Privacy Notice describes how we collect, use, share, transfer and otherwise process your data (including personal data and information) in relation to your Use of the Site and other parts of the Network. The Privacy Notice (which are prefaced "Commercial Card Privacy Notice") which applicable to your country of residence will apply to you: [bofa.com/legalnotices](https://bofa.com/legalnotices)

### **Contact Details**

Our contact details are set out in the "Contact Us" section within the Site.

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