

EXHIBIT E



Important Information About Your Card Agreement and Disclosure

Personal Check Cards, Personal ATM Cards and Business ATM Cards

Effective June 1, 2008, for cards associated with deposit accounts opened at Bank of America in Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas and Virginia.

This card agreement and the applicable Schedule of Dollar Limits on Transactions are a contract between you and us ("Card Agreement") regarding your Bank of America Check Card or ATM Card. It describes the electronic banking services you can use with your card and includes information about our and your rights and obligations. It supplements the Deposit Agreement and Disclosures and related Personal Schedule of Fees (collectively, the "Deposit Agreement") that apply to each Bank of America deposit account that you link to your card. If the Deposit Agreement is inconsistent with this card agreement, this card agreement governs.

Throughout this card agreement, the words "we," "us" or "our" refer to Bank of America, N.A. "You" and "your" refer to each person to whom we issue a Card and the owner of each deposit account to which a card is linked. "Card" means a personal Bank of America Check Card (including a Gold Check Card, Platinum Check Card and Platinum Priority Check Card), personal ATM Card, or Business ATM Card that is linked to at least one deposit account with us. "Business ATM Card" means an ATM Card that is linked to an account opened for business purposes.

You agree to the terms of this card agreement by using or accepting a Card or by allowing another person to use a Card. If you are the owner of a business deposit account to which a Business ATM Card is linked, you agree that use of a Card by any authorized signers or others you authorize to use a Card constitutes your agreement to the terms of this card agreement.

1. Your Responsibility

When you open or maintain a Bank of America checking or savings account, you can get a Card and a personal identification number (PIN) to use with your Card. You agree to use your Card only in the manner and for the purposes described in this card agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your Card. You will take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach or do not fulfill any term of this card agreement, you are responsible to us for all damages and losses.

2. Getting Started

a. Linking accounts. You must link your Card to at least one Bank of America checking or savings account. We may limit the number of deposit accounts that you may link to your Card. If you have a Check Card, you must link it to a primary checking account.

b. Your PIN. You may also need a PIN to use with your Card. If this is your first Card and you did not select your PIN when you requested the Card, your PIN should arrive within one week after your Card. If you do not receive your PIN, call us at the number listed in Section 18 below. If you currently have a PIN, it continues to apply to any replacement Card with the same card number.

c. Activating your Card. When we send you a Card, for your protection, the Card is not activated. Before using your Card, you need to activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. If you call the number on the card sticker to activate your Card, have your checking account number available when you call. If you also receive a mini-Card, when you activate your full-size card, both cards will be activated. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

d. Using your Card. You may use your Card and PIN to perform ATM transactions. If you link a checking account to your Card, you may also use your Card and PIN to make purchases at merchant locations that accept PIN-based payments. If you have a Check Card linked to your checking account, you may use your Check Card to make purchases at a merchant that accepts Visa® debit cards and you may obtain cash from a financial institution that accepts Visa® debit cards.

If you use an ATM card or Business ATM card to make a purchase, you must use your PIN to complete the transaction and you should not be asked to sign a sales draft or debit slip. If you use a Check Card to make a purchase, you may either select the "credit" button on the merchant's keypad (you do not use your PIN and will usually be asked to sign a sales draft or debit slip) or you may select the "debit" button on the merchant's keypad (you use your PIN and you should not be asked to sign a sales draft or debit slip).

3. Services available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees generally apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

a. Bank of America ATMs. A Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You must link your Bank of America accounts to your Card to access them at an ATM. You may not be able to link some Bank of America accounts to your Card. You may use your Card and PIN at most Bank of America ATMs to perform the following transactions with the Bank of America accounts linked to your Card:

- Make deposits to your checking and savings accounts
- Withdraw funds from your checking and savings accounts

- Transfer funds between your checking accounts, savings accounts, credit card accounts and lines of credit* (Transfers between credit products are not permitted.)
- Obtain balance information about your linked checking, savings, credit card, accounts and lines of credit*
- Send messages to the bank, such as a check order or change of address
- Make payments to your Bank of America credit card and loan accounts
- Print a mini-statement or a full statement for your checking or savings accounts (not available for Business ATM cards)
- Obtain a cash advance on a credit card account or a line of credit*

**Lines of credit cannot be linked to Business ATM cards (Except as provided in Section 17).*

To the extent any of the above transactions involves a loan, line of credit or credit card account, such transactions shall be governed exclusively by the applicable loan, line of credit or credit card agreement. Please note that the types of transactions listed above are available at most Bank of America ATMs located in states where we have banking centers. For more information, please call us at the number listed on your statement.

b. Non-Bank of America ATMs. A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card and PIN at non-Bank of America ATMs to perform the following transactions with the primary Bank of America checking and savings accounts linked to your Card:

- Withdraw funds from your primary checking and savings accounts
- Transfer funds between your primary checking and savings accounts
- Obtain balance information about your primary checking and savings accounts

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one checking or savings account linked to your Card, we will automatically select primary accounts for you unless you tell us which account you want to use for this service.

c. Limitations on some ATM transactions. Withdrawals. We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction or we may complete the transaction and overdraw your account.

Deposits. You may deposit paper currency and checks at certain Bank of America ATMs. You may not deposit coins or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see a teller at one of our banking centers for assistance.

When you make a deposit at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the day after the business day on which we process the deposit. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. Immediate credit is not given to business accounts.

Balance Information. The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

Statements. Statements are not available at some ATMs. Mini-statements include up to 10 of your last posted transactions within the current statement cycle in all states except California. For California accounts, mini-statements include up to your last seven debits and your most recent credit within the current statement cycle. Full statements generally include all posted transactions within your current statement cycle.

4. Point of sale purchases with your Card

You may use your Card and PIN to pay for goods and services and to receive cash back from the transaction at retail locations that accept ATM cards. The merchant may limit the amount of cash back. In addition, if you have a Check Card, you may also use your Check Card to make purchases at merchants that accept Visa® debit cards and you may use your Check Card to obtain cash at financial institutions that accept Visa® debit cards. You may be asked to sign a sales slip, withdrawal slip or other document, or just provide your Check Card number.

The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number.

Each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. You are making deductions from your deposit account. You use your Card as a debit card. Even if the merchant's terminal allows you to choose debit (you use your PIN) or credit (you do not use your PIN), the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

a. Eligible accounts. To use this purchase service, you must have a checking account, linked to your Card. You may not use this purchase service with money market or regular savings accounts, including the Student Savings plan.

b. When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on your account. The hold reduces the available balance in your account by the amount listed in the request.

Since the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM

withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or returned items.

In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account.

We may occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts.

We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

c. Refunds, stop payments and merchant disputes. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is made on a credit voucher and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the misrepresentation.

d. Recurring preauthorized payments. Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your Check Card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment in order to continue your recurring preauthorized payments.

Stopping payment. To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid call or write us using the telephone number and address listed in Section 18 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. If we get your request to stop payment closer to the payment date, we may not be able to stop the payment. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. This fee is the same as the fee we charge you for stopping payment of a check. Please see the Deposit Agreement. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

Notice of varying amounts. If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate payments is required to tell you 10 days before each payment. You may contact the merchant and choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set with the merchant.

e. Merchant acceptance of your Card. We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

5. Foreign Transactions

If you use your check card to purchase goods or services in a foreign currency or in US 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 3% of that U.S. dollar amount. 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 3% of that converted U.S. dollar amount. If you use your card to obtain foreign currency from an ATM, Visa® or MasterCard® will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 1% of that converted U.S. dollar amount; other ATM fees may apply per your Schedule of Fees. Please note that if you are a U.S. Trust, Bank of America Private Wealth Management Client, Premier Banking Client, Client Managed or maintain Associate status, we will not assess the International Transaction Fee, but we will do so in the event that you no longer maintain that status. 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.

6. Dollar Amount Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. We establish these limits for purposes of issuing authorizations to ATM systems and merchant processing systems. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request. If we have not established another limit for you, your limit is that set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to that set forth in the Schedule of Dollar Limits on Transactions (or other agreed limit) when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraw your account. We may decline any transaction if it appears to us to be suspicious.

Cash limit. For all cardholders, except California cardholders, the cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. For California cardholders, in addition to ATM withdrawals, cash back you may receive from purchase transactions, and cash from using our Bank of America Check Cashing service also count against your cash limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution.

Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

Purchase limit. The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit, except for California cardholders (See Cash limit section above). Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit. For security purposes, we may place other restrictions on the purchase limit from time to time.

7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover a transaction, we consider the transaction an insufficient funds item. We may either return the transaction unpaid or complete it and overdraw your account. In either case, we may charge you an insufficient funds fee. Your available balance may be reduced by any holds placed on your account as a result of pre-authorization requests from merchants or other financial institutions. Please see the Deposit agreement. If use of your Card (such as an ATM withdrawal or POS transaction) results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft, including our fees. If you participate in an overdraft protection program, a transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed leaving outstanding, but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions including our fees.

8. Documentation of Transfers

ATM transfers. You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

Purchase service. When you make a purchase or cash-back withdrawal, the merchant or financial institution usually gives you a receipt.

Deposit account statements. We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction.

If you think your deposit account statement or ATM receipt is wrong, or if you need more information about a transaction, call us or write us at the number or address listed in Section 18 of this card agreement.

9. Business Days

For electronic transactions, our business days are Monday through Friday, excluding bank holidays. All transactions made after our business day cut-off time or on a day that we are not open are considered to be made on the next business day that we are open. Our business day cut-off time for deposits at a Bank of America ATM is either 12:00 noon (local time) or such later time as may be posted.

10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Personal Schedule of Fees which is part of your Deposit Agreement. For other fees that apply, please refer to the Deposit Agreement. We may also charge you a handling fee if you request a special service.

a. Transactions at Bank of America ATMs. There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs. If you request an account statement at a Bank of America ATM, the statement fee as described in the Personal Schedule of Fees which is part of your Deposit Agreement may apply.

b. Transactions at Non-Bank of America ATMs. We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. In some states, we also charge you a denial fee for each request to withdraw funds at a non-Bank of America ATM that is denied because the request exceeds either your available balance or your daily cash withdrawal limit. Some exceptions apply. See the Personal Schedule of Fees which is part of your Deposit Agreement for details. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

c. Other Electronic Banking Fees. For money market savings accounts (Money Market Savings, Cash Maximizer, and Interest Maximizer accounts), we charge an Excess Transaction Fee for each transaction – including electronic transactions – that exceeds the number of limited transactions you may make each statement period. For savings accounts, if your minimum balance falls below the minimum balance requirement during the month we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in excess of the specified limit. We charge a stop payment fee for each request to stop payment on a transfer. Please see the Deposit Agreement for details.

When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

11. Disclosing Information to Third Parties

Our privacy policy for consumers is described in our brochure *Privacy Policy for Consumers*. We provide our privacy policy brochure to consumers who open a personal account with us when they open an account and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling customer information and describes the situations when we may disclose information, including some examples.

12. Electronic fund transfer rights

a. Error Resolution. In case of errors or questions about your electronic transfers, call us at the number, or write us at the address, listed in Section 18 below.

Call or write as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send 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 the alleged error involves a transfer resulting from a point-of-sale transaction, a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money 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 your account.

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 any documents that we used in our investigation.

If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

Additional Information for Massachusetts Customers.

- Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED

THAT YOU WILL NOT NEED TO STOP PAYMENT.

NOTICE: As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

b. Our liability for failure to complete transactions. The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM cards.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer
- If the machine where you are making the transaction does not have enough cash
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances
- If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction
- If there are other exceptions stated in our agreement with you which cover the particular type of account or accounts involved in a specific transaction
- If the transfer would go over your overdraft limit or the credit limit on your credit line account
- If an account becomes dormant, in which case we may eliminate card access to that account

c. Bank of America's "zero liability" policy for Unauthorized Transactions. Federal law (described in the Regulation E Liability Disclosure in Section 12.d. below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, card number or PIN or its unauthorized use, subject to the following terms and conditions.

Excluded transactions. Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or card number.

"Unauthorized" defined. A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) 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 Card, card 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 the timeframes specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). If you have a business card, the same timeframes will apply to you but the consumer protections of those laws or regulations will not apply to you or your Card.

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 card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

d. Regulation E Liability Disclosure. Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions. The following provisions apply only to accounts established primarily for personal, family, or household purposes and do not apply to business accounts.

Tell us AT ONCE if you believe your Card, card number, or PIN has been lost, stolen or learned by an unauthorized person or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You may call us or write us at the telephone number and address listed in Section 18 of this card agreement. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Your losses could include all of the money in your account plus any advances on a credit line or

overdraft protection linked to your account.

Also, if your statement shows transfers that you did not make, including those made by card, card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us on time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Massachusetts customers can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card or PIN, and your card or PIN is used without your permission.

Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

Remember, do not write your PIN on your Card or carry the PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

13. Security

a. Confidentiality of PIN. You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the Card.

b. ATM safety. Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card for important information about how to protect yourself when using your Card at ATMs.

14. Our Right to Cancel or Block Your Card

We may decide not to issue or renew a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this card agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms for your account. If we reinstate your card privileges, this card agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same numbers or we may restrict use of all Cards on all of your accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

15. General Terms

a. Waiver and severability. You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card.

We may delay enforcing our rights under this card agreement without losing them. If we waive a provision of this card agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this card agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this card agreement governs and that the law is amended by this card agreement. A determination that any part of this card agreement is invalid or unenforceable will not affect the remainder of this card agreement.

b. Sales drafts/debit slips. We report Card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the Card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

c. Amendments. We may change this card agreement at any time. For example: we may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you must cancel this card agreement by notice to us and destroy your Card(s).

d. Joint accounts. If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this card agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this card agreement at the address we have for that person in our records.

e. Credit or information inquiries. You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

f. Legal transactions. You agree that you will only use the Card for transactions that are legal where you conduct them. For example, internet gambling transactions may be illegal in your state. Display of a Visa® or other payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. You agree that we may charge your account for such transactions and that we are not liable

to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

g. Applicable law. Your and our rights and obligations under this card agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or, if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

16. Other Agreements

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan, and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. For example, when you use your Card to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

17. Business ATM card and business accounts

This section applies to Business ATM cards and business accounts linked to personal cards only, in all states except California.

Many business checking, savings and credit card accounts can be accessed using a Business ATM card. You agree that any authorized signer to whom we issue a Business ATM card is authorized to use the Business ATM card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM card can be used for the same transactions as a personal ATM card, except as follows:

- You may not print a full statement or a mini-statement at ATMs;
- You are not given immediate credit for deposited items at ATMs;
- You cannot use your Business ATM card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you; and
- Generally, you may not use your Card to access lines of credit. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM card or Business ATM card number before you notify us of any loss or theft except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a business card. You, as the account owner (whether a sole proprietor, partnership, corporation, limited liability company, or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfers Act nor Regulation E applies to any transactions made with a Business ATM card or Business ATM card number.

If you are a sole proprietor, you may access your business account by linking it to a personal card. If you also link a personal account to the personal card, then the transactions on the personal account are subject to Regulation E and the Electronic Fund Transfers Act but the transactions on the business account are not subject to this regulation or law. When a business account is linked to a personal card, the business account is not subject to Regulation E but is otherwise subject to the terms of this card agreement. Certain fees may apply. Please review your current business fee schedules. Sole proprietor business accounts linked to a personal card may be subject to fees as described in the current personal fee schedules.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1.888.BUSINESS (1.888.287.4637).

18. Telephone Number And Address To Be Notified In Event Of Unauthorized Transfer And Lost Or Stolen Bank Of America ATM Cards and Check Cards

If you believe your Card is lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone:

Spanish 1-800-688-6086 (all states, except California)
TDD 1-800-288-4408 (all states, except California)

California

TDD 1-800-551-4453
Spanish 1-800-678-1433 (Private and Premier Customers)
Spanish 1-800-622-8731

English

All states except CA 1-800-432-1000
CA (Private and Premier Customers) 1-800-678-1433
CA 1-800-622-8731

Outside U.S.: 1-800-848-6090

Or write:

Bank of America
EFT Coordinator
P. O. Box 53137 #7405
Phoenix, AZ 85072-3137

IMPORTANT INFORMATION FOR MONEY MANAGER AND MASTER RELATIONSHIP ACCOUNT HOLDERS

If you have been issued a Card in connection with a Money Manager Account or (in California) a Master Relationship Account ("MRA"), the following provisions apply:

Your account consists of a checking account through Bank of America and a brokerage account through Banc of America Investment Services, Inc. The account is governed by the Money Manager or MRA Customer Agreement, as amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to refer instead to the Customer Agreement with respect to Money Manager and MRA Accounts.

Also, references in this Card Agreement to "checking account" or "deposit account" shall include the checking account portion of your Money Manager or MRA Account, and the provisions of this agreement are generally applicable to your use of a Card in connection with the account. However, in some respects, additional or different provisions may apply.

For example, see your Customer Agreement for a description of the order in which the various assets in your account are accessed when you make any type of withdrawal, including Card withdrawals or purchases. There may be other provisions relevant to your use of a Card in your Customer Agreement that are particular to Money Manager or MRA.

Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Money Manager and MRA Accounts. For example, your ability to make balance inquiries and obtain statements at ATMs may be limited to your cash positions and checking transactions, and information on brokerage transactions and the value of some brokerage assets may not be included.

Finally, from time to time inconsistencies may appear between certain provisions of this Card Agreement and those in your Customer Agreement. In any such case, while we may apply the more liberal provision, we reserve the right to apply the more restrictive provision, and you should therefore assume that the more restrictive provision may be in effect.

Investment products provided by Banc of America Investment Services, Inc:

ARE NOT FDIC-INSURED	MAY LOSE VALUE	ARE NOT BANK-GUARANTEED
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Banc of America Investment Services, Inc. is a registered broker dealer, a member of NASD and SIPC and a non-bank subsidiary of Bank of America, N.A.

For safety tips on using your card at ATMs, please see the reverse side of your card carrier.