

The Brighter Planet™ Visa® Credit Card

Brighter Planet Credit Card Program Rules:

This document contains the terms and conditions of the Brighter Planet Visa® rewards program rules (“Program Rules”). This program is issued by FIA Card Services, N.A., and administered by Brighter Planet, Inc. and includes information describing program eligibility, qualifications for earning points, application of points for carbon offset purchases, and more. These Program Rules are your guide to the rewards program (the “Program”). Activation of this credit card is your acknowledgement and acceptance of the terms and conditions of your Credit Card Agreement, including its provisions regarding the use of arbitration to resolve claims (as defined in the Credit Card Agreement). These Program Rules are not part of the Credit Card Agreement.

Each cardholder, joint cardholder or authorized user(s), if any, who receive and use the card (individually and collectively referred to as “you,” “your,” “cardholder(s),” or participant(s)”) are eligible to earn points (“Points”) through the Program. To participate in the Program, the card must be open and have active charging privileges. Corporations, partnerships, trusts, foundations and other entities or organizations, including business enterprises, may not participate in the Program. The cardholder must reside within the United States or Puerto Rico and be at least 18 years of age in the United States and 21 in Puerto Rico.

1. Earning Points with Your Credit Card

A. Point earnings are based on the new net retail purchase transaction volume (i.e., purchase less credits, returns, and adjustments) charged to the Card during each periodic billing cycle (“Billing Cycle”) by the Participant(s) (“Net Purchase(s)”). Earn 1 point for each net purchase dollar. Points are calculated at each transaction, rounded to the nearest whole point, and are subject to verification.

B. Balance transfers; cash advances of any kind, including: direct deposit cash advances, credit card cash advance check transactions, ATM (Automated Teller Machine) and Bank teller withdrawals and overdraft protection cash advances; credit insurance, credit protection, or debt cancellation charges; purchases of money orders or other cash equivalents such as person-to-person money transfers, wire transfers, bets, lottery tickets, and casino gaming chips; fees; finance charges; purchases made by or for a business or for a business purpose; out of network payments made through the Bill Pay Choice™ service; unauthorized transactions, including those made with a lost, stolen, canceled or fraudulent card, and other similar transactions do not earn points. All transactions made with the card are subject to authorization and/or verification by Bank of America.

C. Your credit card periodic billing cycle statement sent to you by Bank of America will report the number of points earned during each billing cycle. Points will automatically be redeemed at the end of each billing cycle to help fund new renewable energy projects across the United States that are expected to offset a certain amount of carbon emissions on your behalf.

D. Points earned with the card are not negotiable, have no cash or monetary value and may not be used to pay off or pay down any credit card balance. There is no yearly limit to the amount of points that can be earned.

E. New cardholders are eligible to earn points as of the account open date. If you have an existing credit card relationship with Bank of America and your account is converted to the Program, you are eligible to earn points as of the first day of the billing cycle after the conversion date.

F. Questions or disputes concerning points will be resolved in accordance with the terms of the Program Rules in effect when the purchase transaction posted to your card. All discrepancies regarding Points must be brought to the attention of Bank of America within 90 days from the date of the transaction for which the adjustment is sought, or such discrepancies will be deemed accepted by you. Such discrepancies are not the same as credit card billing disputes and the separate resolution requirements that are applicable to them. Refer to your credit card statement for details about billing disputes.

2. Carbon Offset Purchase and Retirement Process

A. Each 1,000 points redeemed will purchase an estimated one (1) ton of carbon offsets. Should the cost of carbon offsets increase, Bank of America reserves the right to amend or change the value of rewards earnings or the estimated amount of carbon offsets purchased with Points. Bank of America and Brighter Planet reserve the right to change or add other retail carbon offset providers.

B. Bank of America and Brighter Planet reserve the right to change or add non-profit organizations to effect the retirement of purchased carbon offset credits.

C. Bank of America reserves the right to purchase carbon offsets on the open market should circumstances require in order to fulfill cardholders' rewards.

D. Except as set forth expressly in these terms and conditions, Bank of America and Brighter Planet make no warranties of any kind, whether implied or expressed, including, without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall either party be liable to the other party for indirect, special, incidental or consequential damages of any kind, including, without limitation, loss of revenues or profits. All damages shall be limited to actual damages only. The agreement set forth in these terms and conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its provisions governing conflicts of laws.

3. General Terms

A. Points are not the property of any cardholder or other person and may not be brokered, bartered, attached, pledged, gifted, sold, or transferred under any circumstances, including but not limited to: disability, death, upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding. Bank of America does not have any liability for disagreements between cardholders regarding Points.

B. If a cardholder voluntarily closes the card or we close the card, all unused points are immediately and irrevocably forfeited. Bank of America reserves the right to disqualify any person(s) from participation in the Program, if, in the sole judgment of Bank of America, that person or another person named on the same account has violated any of the terms and conditions of the Program Rules or any subsequent revisions or amendments of them, or for any other reason. Disqualification may result in termination of a person's participation, termination of the participation of others with the same account, and/or loss of Points, as applicable.

C. If a Cardholder is denied a benefit of the Program for which it is determined he or she is entitled, any liability of Bank of America shall be limited to the cardholder's earned portion of that benefit. Bank of America is not responsible for any correspondence lost or delayed in the mail.

We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) may modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, or (e) terminate a Cardholder's participation in the Card Program for any reason. Changes may be taken even if such actions affect the value of points already earned. The program is not scheduled to end on a predetermined date.

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Q: *What is a carbon footprint?*

A carbon footprint is an estimated total amount of greenhouse gases produced by a person's daily activities, such as driving and heating a home, plus shared services (e.g., street lights). It is expressed in Carbon Dioxide-equivalent units (CO₂e), because there is more than one type of greenhouse gas (GHG) and each greenhouse gas has a different climate impact relative to carbon dioxide.

Step 1: Measure your carbon footprint. Use a best-guess average, like 20 tons for the average U.S. resident, or calculate your own at www.brighterplanet.com. The Brighter Planet website will show you how actions such as flying or recycling affect your carbon footprint.

Step 2: Reduce your carbon footprint as much as you can. This means carpooling to work, installing compact fluorescent light bulbs, and doing other things that conserve energy.

Step 3: Offset what you can't reduce. The Brighter Planet™ Visa® credit card provides an easy way to help build renewable energy projects that are expected to “offset” your carbon footprint, which effectively reduces your impact on the environment.

Q: *What are carbon offsets?*

According to the U.S. Environmental Protection Agency, Carbon Offsets are “the result of any action specifically taken to remove from, or prevent the release of, carbon dioxide into the atmosphere in order to balance emissions taking place elsewhere”. According to the non-profit group Clean Air-Cool Planet (CA-CP), a Carbon Offset is “the act of reducing or avoiding GHG emissions in one place in order to ‘offset’ GHG emissions occurring somewhere else”.

While the abstract concept of a carbon offset is relatively easy to understand, the actual carbon offset market is more complicated. When you earn carbon offsets with your Brighter Planet Visa credit card, however, you can be sure they:

- are created through the construction and operation of renewable energy projects based in the United States
- come from projects approved by the Brighter Planet Project Selection Committee
- meet the requirements of the Brighter Planet Carbon Offset Policy, a document that combines the opinions of industry experts and the Brighter Planet Advisory Board in a concise definition of what constitutes a high-quality carbon offset.

Q: *How does the Brighter Planet Visa credit card help the environment?*

Even if you drive a hybrid car, use compact fluorescent lighting and take other conservation steps, you are still going to use some energy and therefore have a carbon footprint. That's where the Brighter Planet Visa credit card comes in – it allows you to take the next step and go beyond energy conservation.

Instead of earning points redeemable for gift certificates or travel like some other credit card programs, points earned from the use of this credit card are invested on your behalf to help build renewable energy projects selected by the environmental experts in Brighter Planet's Project Selection Committee.

These renewable energy projects replace energy generated by fossil fuel burning energy sources and create carbon offsets, which are then “retired” on your behalf. Keep in mind that this card is not a free pass to pollute – it's a convenient opportunity to do even more in the fight against climate change.

Q. *How do the investments work?*

A renewable energy company, *NativeEnergy*, is the current exclusive carbon offset provider for the Program. Cardholders' points help finance the building of wind turbines and other renewable energy projects in exchange for the right to claim a share of its estimated lifetime CO₂e reductions (a.k.a. carbon offsets).

Your points earned from the use of this credit card fund offsets and therefore your purchases directly contribute to financing the construction of specific new renewable energy projects that need additional revenues to get up and running.

To count the carbon offsets against your carbon footprint, you need to make sure that they will be “retired.” That’s why *NativeEnergy* donates Brighter Planet carbon offsets to CA-CP, an independent non-profit organization that commits to never trade or re-sell them. Their role is like a land trust that receives donations of land for perpetual conservation.

CA-CP will retire 100% of the carbon offsets that your share of each project generates. The actual amount is estimated and the carbon offsets are generated over the life of the project.

Q: How do you estimate the amount of carbon dioxide offset by a project?

The amounts of carbon dioxide offset by a particular renewable energy project and the amount of climate pollution that the Brighter Planet community keeps out of the atmosphere are estimates. These amounts cannot be measured directly, but we do our best by using indirect measurements. Our estimates are as close as possible to the actual amount, but their exactness cannot be guaranteed. For more information on how estimations are calculated, please visit www.brighterplanet.com

Q. How do I know the money is being put to good use?

Cardholders’ funds generated by points earnings will only be used for projects that are reviewed by the Brighter Planet Project Selection Committee and adhere to the Brighter Planet Carbon Offset Policy. Perhaps the most important quality that these multiple review processes serve to guarantee is that the projects meet “additionality” standards, as set forth by the United Nations Framework Convention on Climate Change. Projects can only be called additional when they make a genuine contribution to a long-term climate solution and would not have been built were it not for the prospect of receiving proceeds from the sale of carbon offsets. “Business As Usual” improvements, in contrast, are non-additional and their corresponding pollution reduction will not be purchased by Brighter Planet. All projects will be reviewed annually by an independent expert. Further details on the Project Selection Committee, the Carbon Offset Policy, “additionality,” annual project review procedures, and the results of these reviews can be found on www.brighterplanet.com

Q: What are the benefits of helping to stop climate change?

If we can stop dangerous climate change – and the United Nation’s Intergovernmental Panel on Climate Change (IPCC) says we still can – we’ll reduce the number of global citizens who will otherwise be threatened by rising sea levels, heat waves, storms, hunger due to increased drought, and diseases like malaria that thrive in warmer temperatures. We’ll preserve ecosystems in their natural state, and keep the planet healthy for future generations.