Important Notice

Welcome to the Chase Leisure Rewards program. We have great news for you! Between June 18 to June 20, 2010 (May 21 to May 23 for WA/ID/OR and UT Consumer debit cardholders), we will automatically move your Leisure Rewards points to our exciting new Ultimate Rewards program. During this brief transition, you will continue to earn points for Qualifying Purchases, but you will not be able to redeem or access your rewards account.

With the move to Ultimate Rewards, your Leisure Rewards points balance will be divided by 5 – but don’t worry! Your buying power stays the same (10,000 Leisure Rewards Points = 2,000 Ultimate Rewards Points = $20 Same Cash Back Value).

Going forward, you will earn, net of any credit or returns, four (4) base points for each $5 of Qualifying Purchases through the use of a Chase Ultimate Rewards Debit Card and one (1) base point for each $1 of Qualifying Purchases through the use of a Chase Ultimate Rewards Business Card. Plus, you can still get great rewards like cash back, gift card and merchandise – but you’ll get more options, including travel.

If you have multiple debit cards linked to your Leisure Rewards account, those cards will no longer be linked in the Ultimate Rewards Program. The points balance will remain with the primary account and any additional debit cards will begin to earn individually after conversion to Ultimate Rewards.

Below are the terms and conditions applicable to your new Leisure Rewards program. When your points convert to our Ultimate Rewards program, they will be governed by the Ultimate Rewards Program Rules, which you can also find below. At that time the Program Rules will also be available online at www.chase.com/ultimaterewards.

Leisure Rewards Terms & Conditions

Chase Leisure Rewards is a promotional incentive program offered by JPMorgan Chase Bank, N.A. (hereinafter referred to as “Chase”, “we” or “us”) to Chase debit cardholders ("you") through which points are earned by making Qualifying Purchases with enrolled Chase debit cards that do not already participate in another incentive program (the “Program”). Accrued points may be redeemed for merchant gift or travel certificates, gift cards, merchandise and more (“Rewards”). By enrolling in the Program, you are agreeing to be bound by the following Program Terms and Conditions:

1. Eligibility
1.1 You must be a resident of the United States to participate in the Program. Your Chase debit card and the deposit account which is accessed by such card must be in good standing, and you must not be earning any other debit card rewards, to be eligible to participate in the Program and for you to be able to redeem accumulated points. We...
reserve the right to determine in our sole discretion whether a particular debit card or
cardholder is eligible to participate and redeem points in the Program.

2. Enrollment and Fees
2.1 To participate in the Program, you must sign up for and receive a Chase Leisure
Rewards debit card from us. Upon your activation thereof, we will automatically enroll
you as a member of the Program and establish a Program account (“Chase Leisure
Rewards Account”) for you. For each debit card that is enrolled, a separate “account” is
opened for accrued points to be credited and redeemed, even if two or more enrolled
Chase debit cards access the same checking account or are linked, as described in
Section 5.

2.2 Once you have been successfully enrolled in the Program, you will be given a four-
digit security code that is required to access the Program website (Chase.com/Leisure) or
telephone system (1-800-316-3090). When you use the four-digit security code, you will
be prompted to set your password. It is your responsibility to keep any password safe
and known only to you because you are responsible for all activity in your Chase Leisure
Rewards Account.

2.3 Once you have been successfully enrolled in the Program, a nonrefundable annual
membership fee (“Fee”) of $25 per debit card will automatically be charged to your
checking account linked to the enrolled debit card. The Fee is in addition to any fees that
we may impose under the Account Rules and Regulations booklet.

3. Qualifying Purchases
3.1 Only Qualifying Purchases made with your enrolled Chase debit card can earn
points. As used herein, the term "Qualifying Purchases" means purchases for which you
are required to sign, Internet purchases (except for gambling), phone or mail order
purchases, bill payments, contactless blink® purchases (purchases made by holding your
card or other device up to a secure reader instead of swiping your card), or small dollar
purchases for which you are not required to sign, made with your enrolled debit card,
unless any of such purchases are authorized with a Personal Identification Number
("PIN") or are not eligible to earn points as described in the immediately following
paragraph below. To earn points, if prompted for "Debit or Credit," always select
"Credit" and sign for the purchase. The money for your purchases is always
deducted from your checking account when you use your debit card, even if you
select "Credit." To earn points, when paying bills (e.g., utilities, cable television,
telephone) with your debit card, always select "Credit Card" if prompted or ask the
biller to process your debit card as a credit card; do not provide your PIN. The
money for your bill payment will still be deducted from your checking account.

3.2 PURCHASES THAT ARE NOT QUALIFYING PURCHASES AND ARE NOT
ELIGIBLE TO EARN POINTS INCLUDE PURCHASES AUTHORIZED WITH A PIN
(OR IDENTIFICATION TECHNOLOGY THAT SUBSTITUTES FOR A PIN), CASH
TRANSACTIONS (INCLUDING WITHDRAWALS), PAYMENTS MADE FOR
PAYMENT INSTRUMENTS THAT CAN READILY BE CONVERTED TO CASH
3.3 We reserve the right to determine in our sole discretion whether a particular purchase or transaction is a Qualifying Purchase.

4. Points
4.1 Once enrollment is completed, and your first Qualifying Purchase is made, your Chase Leisure Rewards Account will be automatically credited with 2,500 bonus points and you will start earning points for Qualifying Purchases made with your enrolled debit card based on the actual purchase amount, including tax. You will earn four (4) points for each one Dollar US ($1.00) of a Qualifying Purchase made with your enrolled debit card. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to your Chase Leisure Rewards Account.

4.2 You may receive bonus points for certain Qualifying Purchases at participating merchants or in connection with other specified promotions. The rules for each bonus offer can vary, including how the bonus is earned, how the purchase amount eligible for bonus points is determined, and when the offer expires. Other important terms and conditions may apply. Details can be found on the Program website, promotional emails or promotional mailings, or by speaking with Chase Customer Service. It will generally take six to eight weeks for bonus points to post to your Chase Leisure Rewards Account, but in some cases it may take up to 90 days. Once posted to your Chase Leisure Rewards Account, these bonus points are available to you to redeem them. All bonus points are subject to point redemption and expiration rules.

4.3 Returns, credits, or chargebacks may result in a deduction of the points earned for the original purchase and may reduce the total points posted to the Chase Leisure Rewards Account. If at any time an enrolled Chase debit card or the deposit account which is accessed by such card is not in good standing, Qualifying Purchases you make with that card will not earn points. Occasionally, we may adjust your Chase Leisure Rewards Account points balance. These adjustments can be positive or negative. Details on adjustments can be found on the Program website or by speaking with Customer Service.

4.4 You can verify your Chase Leisure Rewards Account point balance and points earning and redemption activity at any time online at Chase.com/Leisure or by calling Customer Service.

4.5 It may take one to two weeks for some of your Qualifying Purchases to post to your Chase Leisure Rewards Account. Some Qualifying Purchases, such as online purchases (FOR EXAMPLE, TRAVELERS CHEQUES, MONEY ORDERS, WIRE TRANSFERS, AND SIMILAR PRODUCTS OR SERVICES), CREDIT CARD OR OTHER DEBT REPAYMENTS, PURCHASES OF CASINO GAMING CHIPS OR SIMILAR PURCHASES, BALANCE TRANSFERS, ATM TRANSACTIONS, CONVENIENCE CHECKS, PAYMENTS MADE FOR PRE-PAID AND RE-LOADABLE CARDS, AND TRANSACTIONS THAT ARE NOT PROCESSED OR SUBMITTED THROUGH THE VISA OR MASTERCARD PAYMENT SYSTEMS.
or transactions made outside the United States, and bonus points, may take longer to be posted.

4.6 Once a Rewards redemption order is placed, your Chase Leisure Rewards Account will be reduced by the number of points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable, your points will be reinstated and you will be notified of the cancelled order.

4.7 Points have no cash or other value, except to obtain Rewards as set forth below. A maximum of one million points can be added to your Leisure Rewards Account per year. Accumulated points have no expiration date. The points balance displayed on your checking account statement and the Program website cannot be bought, sold, encumbered, transferred, assigned or extended in any manner whatsoever (including upon death, as part of a domestic relations matter or otherwise by operation of law).

5. Linking Points
5.1 Point balances in multiple Chase Leisure Rewards Accounts may be aggregated, up until February 1, 2010, for redemption if all of the enrolled Chase Visa debit cards are associated with the same checking account. If the Chase Leisure Rewards Accounts are linked, the combined point balance, if positive, shall be reported on the monthly statement for the associated checking account, and any cardholder shall be able to redeem the combined point balance. Account is closed, the remaining Leisure Rewards Accounts shall remain linked.

5.2 You may not purchase points from one Leisure Rewards Account to another Leisure Rewards Account, even if both are owned by you. You also may not transfer or sell your Leisure Rewards Account.

5.3 If any one linked Consumer Chase Leisure Rewards Account is closed, the remaining Consumer Chase Leisure Rewards Accounts shall remain linked.

6. Redemption and Shipping of Rewards
6.1 To view the current Rewards catalog, visit the Program website at Chase.com/Leisure. You may redeem your points for catalog items by shopping on the Program website or calling Customer Service.

You can only acquire Rewards to the extent that you have the required number of points in your Chase Leisure Rewards Account. All Rewards are subject to availability and have no cash value.

6.2 Some Rewards may be subject to terms and conditions specific to that reward. These Reward-specific terms and conditions may address matters such as the expiration date, purchase or other requirements to use the reward, warranties, or other limitations or restrictions on obtaining, retaining or using the reward. Neither we nor Visa U.S.A. Inc. is liable to you if a Reward expires or becomes unusable prior to your use of the Reward due to a failure to adhere to the Reward’s stated terms and conditions. Many Rewards
are certificates that are to be redeemed at a participating merchant location. You are responsible for compliance with all laws related to certificate Rewards, including the payment of any federal, state or local taxes. Refer to the particular certificate for details.

6.3 There is no shipping or handling fee for standard delivery of the Rewards. Rewards generally will be sent to you within 4 weeks of placing your Rewards order. Rewards cannot be shipped to any address outside of the 50 United States or the District of Columbia, but can be shipped to APO/FPO addresses.

6.4 Any merchandise Reward, if it has been damaged in transit, can be returned in its original packaging within ten (10) days of receipt, in which event you will receive a full reinstatement of the points you redeemed. For return instructions, call Customer Service.

6.5 All non-merchandise Rewards (for example, gift cards and certificates) cannot be returned. Except as stated in the paragraph above, in connection with merchandise damaged in transit, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points under any circumstances; neither we, nor Visa U.S.A. Inc., nor participating merchants are responsible for replacing lost, stolen, or mutilated Rewards, including retail or travel certificates, gift certificates, gift cards, or merchandise.

7. Communications with Program Participants

7.1 We may communicate with you regarding any matter related to the Program by mail, by telephone or by electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or electronic postings to the Program website. All electronic communications from us to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the date actually received or five (5) days from the date of posting or dissemination, whichever is the earlier date. You may update your contact information by visiting the Program website and updating your Chase Leisure Rewards Account profile or by calling Customer Service.

7.2 To access information electronically, you need Internet access and an email account. To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space in your disk drive to save an electronic copy. Additionally, you must have your user ID and password to access your information electronically or to conduct any activity online regarding your Chase Leisure Rewards Account on the Program website.

7.3 You can reach the Program Administrator, if you would like to request a paper copy of these terms and conditions or to withdraw your consent to receive electronic communications, by calling Customer Service. However, if you use the Program website, we are not obligated to provide any additional communications to you, other than these Terms and Conditions, in a paper writing. We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program.
8. Canceling Program Participation

8.1 You may cancel your participation in the Program at any time on the Program website at Chase.com/Leisure or by calling Customer Service upon cancellation of your participation in the Program, your positive point balance will be forfeited and cannot be transferred to another Chase Leisure Rewards Account. Any negative point balance will carry over to any other Chase Leisure Rewards Account set up later with the same card.

8.2 We reserve the right to disqualify you from participation in the Program and to invalidate all or a portion of your points balance, whether accrued or posted in your Chase Leisure Rewards Account (i) if at any time you maintain a negative balance of points in your Chase Leisure Rewards Account, or (ii) based on any abuse or fraud relating to the accrual or redemption of points, and/or any violation of the Program Terms and Conditions (including any attempt to sell, exchange, encumber or transfer points). In addition, any points accrued and/or posted to your Chase Leisure Rewards Account shall be permanently forfeited upon your death or when the debit card or associated checking account has been closed (except when another card has been reissued as a replacement). We reserve the right, in our sole discretion, to determine whether termination is appropriate. These rights are in addition to any other legal or equitable remedy that may be available to Chase under applicable law.

8.3 You are not entitled to compensation from us or Visa U.S.A. Inc., or from any other entity, when your points expire or they are forfeited for any reason.

9. Customer Service

9.1 If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, whether a Reward was properly redeemed, about the status of your redemption order, or any other question regarding the Program, you can visit the Program website at Chase.com/Leisure, reach us by phone at 1-800-316-3090, or by U.S. mail at Chase Leisure Rewards, P.O. Box 1759, Minneapolis, MN 55440-1759.

9.2 You are solely responsible for reviewing the Chase Leisure Rewards Account balance displayed on your monthly Chase checking account statement and/or chase.com and notifying us of any suspected or actual error on your account statement relating to the points posted to your Chase Leisure Rewards Account balance within sixty (60) days of the statement date.

9.3 We will use reasonable efforts to investigate and correct reported errors or mistakes, subject to the limitations set forth in these Program Terms and Conditions. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address we provide you within the timeframe requested by us, we may at our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities related to this issue. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by us in our sole discretion.
10. Changes to the Program
We reserve the right to modify the Program Terms and Conditions (including, without
limitation, changing the accrual rate of points for Qualifying Purchases, changing the
terms on which points expire or are forfeited, omitting or adding reward levels, changing
Program fees, changing catalog items available for redemption, or changing or
eliminating the right to redeem points), with or without prior notice to you. We also
reserve the right to terminate the Program or your participation in the Program at any
time without compensation and with or without prior notice to you. If notice is provided,
any such modifications to or termination of the Program shall become effective on the
date as stated in the notice. Any such modifications and/or termination may reduce or
eliminate entirely the accrued points in your Chase Leisure Rewards Account.

11. Disclaimers and Limitations
11.1 Neither we nor Visa U.S.A. Inc. is responsible for any disputes between or
involving joint or linked cardholders or authorized users relating to points, redemption
for Rewards, or use of Rewards.

11.2 Rewards are provided by a variety of merchants. NEITHER WE, NOR VISA
U.S.A. INC. NOR ANY MERCHANT OR SERVICE PROVIDER IS RESPONSIBLE
TO YOU FOR THE QUALITY OR PERFORMANCE OF THE REWARDS OR THE
PRODUCTS OR MERCHANDISE PURCHASED OR OBTAINED WITH THE
REWARDS, NOR MAKE ANY REPRESENTATION OR ENDORSEMENT OF ANY
REWARD, MERCHANT OR OTHER SERVICE PROVIDER OF A REWARD IN
CONNECTION WITH THE PROGRAM, INCLUDING ANY GUARANTEE,
WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED,
WITH RESPECT TO THE REWARDS, INCLUDING BUT NOT LIMITED TO
WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE. You may be subject to additional terms and conditions, warranties or other
requirements of the merchant, manufacturer or other Rewards service provider. Neither
we nor Visa U.S.A. Inc. is liable for any injury, damage or loss to person or property, or
any expense, accident or inconvenience that may arise from the use of the points, or the
use of the Rewards or products or merchandise purchased or obtained with the Rewards,
or otherwise in connection with the Program. Further, neither we nor Visa U.S.A. Inc. is
responsible for merchants, manufacturers or other Reward service providers that
discontinue or cancel a Reward due to bankruptcy or for any other reason.

11.3 You hereby release us and all parties associated with the Program harmless from
any claim, liability or damage relating to the Program or your use of the Rewards. Any
Reward offered under this Program is void where prohibited by law. Notwithstanding
anything in these Terms and Conditions to the contrary, we, Visa U.S.A. Inc. and any of
our or their service providers shall have no liability to you in connection with the
Program.

11.4 Should events beyond our or Visa U.S.A. Inc.’s control, such as, but not limited to,
computer equipment or electronic data processing failure, strikes, acts of God, or the
threat of, or actual civil disturbance, terrorism, epidemic or war, affect our ability to perform its obligations under the Program, we may suspend or terminate the Program.

11.5 If any term, provision or feature of the Program shall be found to be void or contrary to federal, state or local law, such term, feature or provision shall be deemed to be severable from the other terms, provisions and features hereof, but only to the extent necessary to bring the Program within the requirements of the specific federal, state or local law, and the remainder of the Program shall be given effect as if the severed term herein had not been included. You may only participate in the Program to the extent permitted by applicable law.

11.6 You agree that in the case of any ambiguity, uncertainty, or dispute, we will have the right to determine the meaning and applicability of any of the Terms and Conditions of this Program, so long as its determination is a reasonable one, notwithstanding that other determinations might be equally or more reasonable, and notwithstanding that its determination is favorable to us.

11.7 The Terms and Conditions of this Program shall constitute the entire terms and conditions applicable to the Program and supersede all previous brochures, marketing materials and agreements with respect to the Program. In addition to these Program Terms and Conditions, the Account Rules and Regulations that govern your checking account and use of your debit card that accesses that checking account shall continue to govern your use of your card, except that in the event of a conflict these Program Terms and Conditions shall govern any matter relating to the Program.

12. Privacy

The security of your personal information is always a priority at Chase. We work hard to help ensure your account information stays secure. All information collected in connection with the Program is subject to the Chase Privacy Policy. To learn more about this Policy, please visit chase.com/privacy. If you have a Chase Visa debit card enrolled in the Program and you use the Program website, you are also subject to the Visa privacy policy, which can be found at http://usa.visa.com/sitewide/privacy_policy.html.

Visa is a registered trademark of Visa International Service Association.
Chase Ultimate Rewards Program (or the “Program”) Rules and Regulations

Chase Ultimate Rewards Debit Card or Chase Ultimate Rewards Business Debit Card

Issuer: Your consumer or business debit card participating in the Ultimate Rewards Program (the Chase Ultimate Rewards Debit Card or Chase Ultimate Rewards Business Debit Card; collectively, the “Cards”) are issued by JPMorgan Chase Bank, N.A. (hereinafter “we”, “our”, or “us”). In these Program Rules, “you”, “your” or “Cardholder” means all persons who have been issued a Card and are responsible for complying with these Program Rules.

Enrollment: You will be enrolled in and become a member of the Program upon activation of your new Card. Enrollment in the Program constitutes acceptance of these Program Rules.

Eligibility to Earn and Redeem Rewards: If your deposit account to which your Card accesses (“Account”) has been closed, or your Card access has been restricted for any reason as described in your deposit account agreement (“Agreement”) and/or there is any fraud or abuse related to the accrual or redemption of points, we reserve the right to prohibit you from earning or redeeming points through your Card until the next business day after your Card is no longer restricted, and to cause you to forfeit any points in your Account. If your points are forfeited for any reason, we will not reinstate these points to you. If your Account is closed for any reason, your membership in the Program will be terminated.

Membership: Your membership in the Program will be renewed automatically each year as long as your Account is open and your Card has not been restricted, or until we notify you of the Program’s cancellation. The Program is subject to a yearly program fee of $25 per Card. The first annual fee will be assessed within sixty (60) days of requesting your Card. The annual fee will be deducted from your Account without further notice to you, and shall not be pro-rated should you cancel your membership in the Program prior to the end of the year.

Earning Rewards: You will earn, net of any credits or returns, four (4) base points for each $5 of Qualifying Purchases through the use of a Chase Ultimate Rewards Debit Card and one (1) base point for each $1 of Qualifying Purchases through the use of a Chase Ultimate Rewards Business Debit Card. Chase will calculate the number of points earned by taking the dollar amount of each Qualifying Purchase, less any credits or returns, and multiplying by 80% (.8) for Chase Ultimate Rewards Debit Card and 100% (1.00) for Chase Ultimate Rewards Business Debit Card. If such calculation results in a fractional point amount, then such fractional amount will be rounded to the nearest whole number. For example, if such calculation results in 5.246 points, you will be awarded 5
points. Notwithstanding the foregoing, however, in no event shall you earn less than one (1) base point for each Qualifying Purchase.

For both a Chase Ultimate Rewards Debit Card and Chase Ultimate Rewards Business Debit Card, you will earn 1,000 bonus points after the first Qualifying Purchase.

As a member of the Program, Cardholders will also be able to earn points for Qualifying Purchases made through the Ultimate Rewards Online Mall site and twice the number of base points earned for Qualifying Purchases made through the Ultimate Rewards Online Travel site. Please visit the Program website at www.chase.com/ultimaterewards for more details.

“Qualifying Purchases” means purchases for which you are required to sign, Internet purchases (except for gambling), phone or mail order purchases, bill payments, contactless purchases (purchases made by holding your card or other device up to a secure reader instead of swiping your card), or small dollar purchases for which you are not required to sign, made with a Card, unless any of such purchases are authorized with a PIN or are not eligible to earn points.

PURCHASES THAT ARE NOT QUALIFYING PURCHASES AND ARE NOT ELIGIBLE TO EARN POINTS INCLUDE PURCHASES AUTHORIZED WITH A PIN (PERSONAL IDENTIFICATION NUMBER) OR ROUTED AS A PIN TRANSACTION TO A PIN NETWORK SUCH AS INTERLINK, CIRRUS, NYCE OR STAR, CASH TRANSACTIONS OR CASH WITHDRAWALS, PAYMENTS MADE FOR PAYMENT INSTRUMENTS THAT CAN READILY BE CONVERTED TO CASH (FOR EXAMPLE, TRAVELERS CHEQUES, MONEY ORDERS, WIRE TRANSFERS, AND SIMILAR PRODUCTS OR SERVICES), CREDIT CARD OR OTHER DEBT REPAYMENTS, PURCHASES OF CASINO GAMING CHIPS OR SIMILAR PURCHASES, ATM TRANSACTIONS, PAYMENTS MADE FOR PRE-PAID AND RE-LOADABLE CARDS SUCH AS CERTAIN GIFT CARDS, VISA BUXX AND SIMILAR CARDS, AND TRANSACTIONS THAT ARE NOT PROCESSED OR SUBMITTED THROUGH THE VISA U.S.A. INC. OR MASTERCARD PAYMENT SYSTEM. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase.

Additional promotional opportunities to earn points are available with the Program. The amount and availability of the promotional offer will vary as defined by the terms of the promotion.

You are solely responsible for reviewing the Program Rewards Balance on your monthly Account statement and notifying us within sixty (60) days after the date of the statement of any suspected or actual error on your Account statement relating to the number of points earned or redeemed.

**Earning Restrictions:** Points earned are not the property of the Cardholder and are not transferable, have no cash value, and cannot be used as payment of any obligation to us or our affiliates, except to the extent specifically enumerated in the Redemption Rules. Any points accrued shall be permanently forfeited if your Account has been closed, or
upon the Cardholder’s death. If there is any abuse of the Program, failure to follow Program terms, or any misrepresentation by you, all unredeemed points shall be forfeited and no additional points shall accumulate. There is no maximum number of points that you can accumulate in the Program.

**Expiration:** Points earned in this Program will not expire.

**Redemption Process:** Base points earned through the use of your Card are available for redemption typically on the business day after the Card transaction has posted to your Account and should be reflected online at that time. Once you accumulate the required number of points, you will be eligible to redeem them for your selected reward item or Account credit. Please contact the Redemption Center at 1-800-272-7461 or visit [www.chase.com/ultimaterewards](http://www.chase.com/ultimaterewards) to redeem your points 24 hours a day, 7 days a week.

**Chase Ultimate Rewards Business Debit Card:** These Program Rules apply to a business that maintains a Chase Ultimate Rewards Business Debit Card(s) and any designated Cardholder, except as modified by this section.

**Enrollment:** Only an authorized signer on the business Account may enroll the business in the Program and register a Card with the Program.

**Earning Rewards:** Only the authorized signer on the business Account who registered the Card in the Program can earn points for Qualifying Purchases.

**Redemption Process:** Only the authorized signer on the business Account who registered the Card in the Program can redeem them for a selected award item or Account credit.

**Additional Obligations:** You are responsible for any tax liability related to participating in the Program.

**Program Restrictions:** We reserve the right to approve, deny or revoke participation in the Program for any reason whatsoever.

**Right to Change/Modify/Cancel:** The Program and benefits are offered at our sole discretion. We reserve the right to alter or waive any Program feature or benefit prospectively or retroactively, including, without limitation, participation fees, point accrual or redemption criteria, or to cancel or temporarily suspend the Program at any time without prior notice. Any such modifications and/or termination may reduce or eliminate entirely your accrued points.

**Adjustments:** We reserve the right to make appropriate adjustments to any accrued points reward with respect to any Card activity. For example, if you are able to redeem more points than you have properly accrued due to a system or technological failure or malfunction or for any reason whatsoever, you agree that we may correspondingly reduce
Program Responsibility: Individual merchants and service providers are responsible for the quality and performance of any goods and/or services redeemed as a benefit of this Program. Any rules of the merchants relating to returns and exchanges of rewards apply. We are not responsible for redeemed goods and/or services offered through the Program. Any disputes concerning rewards will not affect the enforceability of the terms and conditions applicable to your Card or Account. Questions regarding the Program should be directed to the toll-free number on the back of your Card. Administrative services for the Program are provided on our behalf by Chase Bank USA, N.A. (“Chase”), Rearden Commerce, Connexions Loyalty Travel Solutions LLC, and our other agents. Neither we nor Chase, Rearden Commerce, Connexions Loyalty Travel Solutions LLC, nor any of our other agents or affiliates shall be liable for any bodily harm and/or property damage and/or lost opportunity that may result from participating in the Program or for the provision of goods or services by award merchants or service providers.

Program Void: The Program is void where prohibited by federal, state or local law. These Program Rules and Regulations set forth all the terms of the Program in addition to, and supplement, the Program Redemption Rules and Regulations that govern the redemption of points, and any other redemption rules provided by us or our agents. We have no other obligation with respect to the Program beyond those described in the Program Rules.

Ultimate Rewards Program Redemption Rules

The Consumer/Business Rewards credit card account is issued by Chase Bank USA, N.A. (herein after in the Program Redemption Rules “Chase”, “we”, “our”, or “us”). The issuer of the Consumer/Business Rewards debit card is JPMorgan Chase Bank, N.A. (“JPM Chase”).

Redemption Options: Redemptions of any kind made online at the Chase website, and many redemptions using our toll-free number, do not have a service fee. A service fee of up to $20 per ticket may be charged for the use of our toll-free number to book or change airline itineraries. We reserve the right, in our sole discretion to determine the amount of the service fee, to waive the service fee, or to change the service fee without notice. Chase is not responsible for service fees charged when you redeem directly through a merchant.

Travel Information: Ticket(s) may be purchased in any name designated by you; however, tickets will be mailed or emailed, as applicable, to your address. Paper tickets will be issued only when electronic ticketing is not available. Passenger facility charges, international entry or departure taxes and/or all fees, including baggage fees, are at traveler’s expense. Rewards may be subject to local taxes and fees, which are at traveler’s expense. Additional costs, such as rush charges and/or traceable overnight delivery of rewards, are at your expense. Standard age, driver and credit rental requirements apply to
car rental rewards. Minimum rental age is 25 (exceptions apply). Hotel and car rental rewards subject to availability. You may not upgrade travel arrangements (including airfare, hotel reservations and car rentals) obtained by redeeming your points. For example, if you redeem for Coach Class airfare using your points, you may not upgrade the Coach Class ticket to a First Class ticket at the airport.

**Round-Trip Airline Tickets:** Credit card and debit card customers may redeem points for airline tickets online or through our toll-free telephone number. In addition, credit card customers may redeem 25,000 points for one round-trip scheduled airline ticket valued up to $335 through our toll-free number, where permitted by law. A service fee of up to $20 per ticket will be charged for airline tickets booked over the telephone. If you want to book a ticket with a value greater than $335, the additional amount over $335 must be paid for using a Chase credit card and/or points.

**Checks:** Only credit card customers may redeem points for a paper check. See current redemption levels on the redemption website.

**Account Deposit:** Points may be redeemed for a credit to your Chase savings or checking account (“DDA”). See current redemption levels on the redemption website.

**Pay Yourself Back:** Redemptions start at 2000 points for a $20 statement credit (credit cards)/DDA deposit (debit cards) to apply to any purchase made with your Chase credit/debit card, as applicable, within 60 days of the request for a statement credit/DDA deposit, where permitted by law. Beginning with 2000 points, redemptions may be made in additional 100 point increments for each $1 statement credit/DDA deposit. Statement credit/DDA deposit will post to your account within 5-7 business days and will appear on your monthly Chase credit card billing statement/checking account statement, as applicable, within 1-2 statement cycles.

**Using Points for Booking Travel:** Points may be redeemed for eligible items at the rate determined by the individual merchants, and may vary by merchant; any balance that remains due on a travel booking over the amount of your redemption must be paid for using a Chase credit card or debit card.

**Account-to-Account Points Transfers:** Points transfers are not currently available. We will notify you when you may transfer points to other Ultimate Rewards accounts. At that time, you may transfer points to any other eligible credit card or debit card with Ultimate Rewards. Transfers may only be used to combine points belonging to the same individual or business in the Program; or for the purpose of enabling spouses or domestic partners to combine points earned in their respective names. If the transferee’s or your credit card account(s) or checking account(s), as applicable, are in default at the time of the transfer, Chase will not make the transfer. Once points are transferred, they cannot be credited back.

**Merchandise, Gift Cards and Select Events:** Redemption levels may vary and are listed in the Ultimate Rewards Program Guide and online at the redemption website.
Minimum redemption amounts may be required to redeem your points and may vary by merchant. We reserve the right to change redemption items offered in the Program at any time without notice. We may also offer additional redemption promotions from time to time; redemption items offered directly through merchants may have terms and conditions controlled by those merchants. Chase is not responsible for the provision of or failure to provide the stated benefits and services in promotions offered by these merchants.

**Reward Restrictions:** Redeemed rewards are not refundable, replaceable, or transferable for cash, credit, or other rewards under any circumstances. Lost, stolen or mutilated gift cards/gift certificates and checks will not be replaced. Redeemed rewards earned in the Program may not be re-sold or exchanged for other goods or services except as stated on the reward. Certain rewards are available only during the time periods described in the Program communications. We may substitute rewards of equal or greater value as necessary at our discretion. Some rewards have limited availability. Gift cards/gift certificates are valid at participating merchants only, through the expiration date, if any, as permitted by law. Merchants participating in the Program are subject to change. Gift cards/gift certificates and checks must be surrendered upon redemption and no photocopies will be honored. Gift cards/gift certificates have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless otherwise noted on the gift cards/gift certificates. Purchases in excess of the amount of the gift certificate/gift card are at the reward holder’s expense. Use of any gift card/gift certificate, including gift cards with “Visa” or “MasterCard” on the front, or check is subject to any additional restrictions listed on the gift card/gift certificate or check. It is the reward holder’s responsibility to review the terms and conditions of a Visa/MasterCard (hereinafter “Association”) gift card and/or each merchant’s gift certificates/gift cards. For all merchandise, gift certificate, gift card and attraction ticket rewards, all sales/use taxes, fees, surcharges, optional items, shipping and handling charges are the responsibility of the reward holder and will apply in accordance with the merchants’ policies in effect at the time of redemption.

**Reward Delivery:** Delivery time of rewards redeemed depends upon your chosen reward. Some rewards cannot be shipped to PO Boxes or foreign addresses. Expedited delivery may be available upon request for an additional charge. Country of item’s origin may change.

**Purchasing of Points:** Points may be purchased in 1,000-point increments for a fee of $25, up to a maximum per month of 5,000 points/$125 fee. Once purchased, points may not be returned for a cash refund, and the transaction cannot, under any circumstances, be reversed.

**Miscellaneous:** These Redemption Rules, and any other redemption rules provided by us or our agents, supplement the Program Rules and Regulations. We have no other obligation with respect to the Program beyond those described in these Redemption Rules and the Program Rules and Regulations.
Any additional travel or accommodation arrangements made in connection with any reward are your sole responsibility.

Redemption values for all rewards are effective April 1, 2010, and are subject to change without notice.

Many redemptions are final; please check the applicable merchant’s terms and conditions before you redeem. Point credits will not be issued for any cancelled travel arrangements or returned rewards.

The listed merchants/Associations are in no way affiliated with Chase or JPM Chase, nor are the listed merchants/Associations considered sponsors or co-sponsors of this program. Use of merchant/Association names and/or logos are by permission of each respective merchant/Association and all trademarks are the property of their respective owners. Terms and conditions are applied to gift cards/certificates. Please see the merchant’s gift card/certificate/website, or the Program website for Association gift cards, for additional terms and conditions, which are subject to change at merchant’s or Chase’s, for Association gift cards, sole discretion, if permitted by law.

Rewards are subject to availability, and may be substituted with rewards of equal or greater value as necessary. Merchants participating in the Program are subject to change.

Points may not be bought (except as set forth in the Purchasing of Points section) or sold.

**Spanish Assistance:** Rewards brochures are currently only available in English. For information or help redeeming your rewards in Spanish, please call the toll-free number on the back of your debit card.

**Asistencia en español:** los folletos de recompensas actualmente sólo se encuentran disponibles en inglés. Para mayor información o ayuda para redimir sus recompensas en español, por favor llame al número sin cargo que se encuentra en el reverso de su tarjeta de débito.