

# United TravelBank Card Rewards Program Agreement

## Important information about this program and this agreement

- Your United<sup>SM</sup> TravelBank credit card account is issued solely by Chase Bank USA, N.A. This United TravelBank card rewards program is offered through United and Chase. This document describes how the United TravelBank card rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
  - “agreement” means this document
  - “program” means this United TravelBank card rewards program
  - “account” means your credit card account that is linked to this program
  - “card” means any credit card or account number used to access your account
  - “we,” “us,” “our,” and “Chase” mean Chase Bank USA, N.A. and its affiliates
  - “you” and “your” mean the person responsible for the account and for complying with this agreement
  - “authorized user” means anyone you permit to use the account
  - “MileagePlus” or “United” means MileagePlus Holdings, LLC, or United Airlines, Inc., and their affiliates.
  - “TravelBank Program Rules” are the rules and other provisions of the United TravelBank program, available at [united.com/TravelBankTerms](http://united.com/TravelBankTerms).
  - “TravelBank cash” is the reward you earn under this card rewards program; you will not earn MileagePlus miles
  - “purchases” is defined in the section of this agreement titled *How you can earn TravelBank cash*
- Chase may make changes to this program and the terms of this agreement at any time. For example, we may:
  - add new terms or delete terms
  - change how you earn TravelBank cash in this program
- The United TravelBank program is subject to the TravelBank Program Rules, available at [united.com/TravelBankTerms](http://united.com/TravelBankTerms), and also the MileagePlus Program Rules, available at [mileageplus.com](http://mileageplus.com).
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- TravelBank cash earned in this program is automatically transferred to United after the end of each billing cycle. United may change the TravelBank program, including, but not limited to, rules, regulations, travel awards and special offers or terminate the TravelBank program at any time and without notice. TravelBank cash in your United TravelBank account won't expire as long as there is qualifying activity, such as card earning activity, as described in the TravelBank Program Rules.
- Chase may temporarily prohibit you from earning TravelBank cash, using TravelBank cash you've already earned that hasn't been transferred to United, or using any features of this program.
- This version of the agreement takes the place of any earlier versions, including those that were called “Rewards Program Rules and Regulations.” Chase may continue to refer to this agreement as the Rewards Program Rules and Regulations in communications about this program and in supplemental terms, conditions, disclosures, and agreements.

## Notice of changes

- Chase will give you 30 days' notice of the following types of changes to this program or this agreement:
  - if we add or increase fees applicable to this program
  - if we decrease the rate at which you earn TravelBank cash in this program
  - if we limit the amount of TravelBank cash you can earn in this program
  - if we cancel this program
- Chase will send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as [chase.com](http://chase.com) or the Chase Mobile App.
- Chase will give you notice of other changes to this program or agreement by posting an updated copy of this agreement when you log in to our website, [chase.com/united](http://chase.com/united).

## How you can earn TravelBank cash

- You'll earn TravelBank cash when you, or an authorized user, use a card to make purchases of products and services, minus returns or refunds (collectively, the “purchases”). Buying products and services with your card, in most cases, will count as a purchase; however, the following types of transactions won't count and won't earn TravelBank cash:
  - balance transfers
  - cash advances
  - travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions
  - lottery tickets, casino gaming chips, race track wagers or similar betting transactions
  - any checks that access your account
  - interest
  - unauthorized or fraudulent charges
  - fees of any kind, including an annual fee, if applicable
- You'll earn:**
  - 2% in TravelBank cash** for each \$1 spent on airline tickets purchased from United. The following purchases made from United also earn 2% in TravelBank cash for each \$1 spent: seat upgrades; Economy Plus<sup>®</sup>; inflight food, beverages and Wi-Fi; baggage service charges or other United fees. This equates to \$0.02 in TravelBank cash. Other United related purchases, such as United Cruises<sup>®</sup>, MileagePlus X, DIRECTV<sup>®</sup> and Merchandise Awards, are excluded. United tickets booked through some discount travel websites or as part of a third-party travel package will also not qualify.
    - For example, if you spend \$100 on airline tickets purchased from United, you will earn \$2 in TravelBank cash, which can be redeemed at United in accordance with the TravelBank Program Rules.
  - 1.5% in TravelBank cash** for each \$1 spent on all other purchases. This equates to \$0.0150 in TravelBank cash.
    - For example, if you spend \$100, you will earn \$1.50 in TravelBank cash, which can be redeemed at United in accordance with the TravelBank Program Rules.

## Ways to earn bonus TravelBank cash

- We may offer you ways to earn bonus TravelBank cash through this program or special promotions. You'll find out more about the amount of bonus TravelBank cash you can earn and any other

# United TravelBank Card Rewards Program Agreement

terms at the time of the offer. The additional terms will be part of this agreement.

## Information about earning and transferring TravelBank cash to United

- TravelBank cash is earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus TravelBank cash posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than TravelBank cash earned from purchases or bonuses, then TravelBank cash will be deducted from your total TravelBank cash balance and may result in a negative TravelBank cash balance.
- You'll see TravelBank cash you've earned from card purchases on chase.com and on your monthly card billing statement.
- TravelBank cash earned during a billing cycle will be automatically transferred to United after the end of each billing cycle.
- TravelBank cash is deposited into your TravelBank account at United, where it will be available for use in accordance with the TravelBank Program Rules.
- This agreement governs the receipt of TravelBank cash in connection with the use of your account and is separate and in addition to the TravelBank Program Rules, available at [united.com/TravelBankTerms](http://united.com/TravelBankTerms). Information in this agreement that relates to the TravelBank program isn't complete or comprehensive and doesn't include all of the information that you should know about the TravelBank program. For complete details about the TravelBank program, go to [united.com](http://united.com).
- United may change the TravelBank program, including, but not limited to, rules, regulations, travel awards and special offers or terminate the TravelBank program at any time and without notice.
- TravelBank cash earned does not count toward or qualify you for Premier status unless expressly stated otherwise. The accumulation of TravelBank cash does not entitle you to any vested rights with respect to the TravelBank program or MileagePlus program.
- If your membership in the TravelBank program or MileagePlus program is terminated for any reason by you or United, you'll no longer be eligible to use the TravelBank cash you've earned in this program.
- Chase's sole obligation concerning the award and redemption of TravelBank cash is to make a valid request to United to award TravelBank cash to your associated TravelBank account. Chase disclaims liability or responsibility for United's failure to award or redeem TravelBank cash to or from your associated TravelBank account after Chase has met its obligations to United in connection with such a request.
- TravelBank cash transferred to your United TravelBank account will expire in accordance with the TravelBank Program Rules. TravelBank cash won't expire as long as there is qualifying activity in your United TravelBank account, as described in the TravelBank Program Rules. For example, TravelBank cash posting to your United TravelBank account from card earning activity qualifies as activity.

## How you can use your TravelBank cash

- United TravelBank cash may be used toward the purchase of airline tickets on flights operated by United and United Express on [united.com](http://united.com) or through United Reservations at 1-800-864-8331. United may from time to time offer additional ways to use your TravelBank cash. Additional details may be found in the TravelBank Program Rules available at [united.com/TravelBankTerms](http://united.com/TravelBankTerms).

## How you could be prohibited from earning or having TravelBank cash transferred

- We may temporarily prohibit you from earning TravelBank cash and we may not transfer TravelBank cash you've already earned to United:
  - › if you don't make the minimum payment on your account within 30 days of the due date.
  - › if we suspect that you've engaged in fraudulent activity related to your account or this program.
  - › if we suspect you've misused, in any way, the United TravelBank program to which TravelBank cash is transferred under this program.
  - › if we suspect that you've misused this program in any way, for example:
    - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
    - by manufacturing spend for the purpose of generating rewards
- You can begin earning TravelBank cash again and any TravelBank cash that we've held will be transferred to United in the next billing cycle after your account becomes current or when we no longer suspect fraud or misuse of the account or this program.

## How you could lose your TravelBank cash

- **You'll immediately lose all TravelBank cash that hasn't been transferred to United if your account status changes, or your account is closed, for any of the following reasons:**
  - › you don't make the minimum payment on your account within 60 days of the due date
  - › you fail to comply with this or other agreements you have with Chase
  - › we believe you may be unwilling or unable to pay your debts on time
  - › you file for bankruptcy
  - › we believe that you've engaged in fraudulent activity related to your account or this program
  - › we believe you've misused, in any way, the United TravelBank program to which TravelBank cash is transferred under this program
  - › we believe that you've misused this program in any way, for example:
    - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
    - by manufacturing spend for the purpose of generating rewards
- We won't reinstate TravelBank cash you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any TravelBank cash earned to United, as long as you don't lose it for any of the reasons described in this agreement.

## Other important information you should know

- TravelBank cash is not your property and has no cash value. Additionally, TravelBank cash can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in this program may result in the receipt of taxable income from Chase and we may be required to send to you, and file with the IRS, a Form 1099-MISC (miscellaneous

## United TravelBank Card Rewards Program Agreement

income). You are responsible for any tax liability, including disclosure requirements, related to participating in this program. Please consult your tax advisor if you have any questions about your personal tax situation.

- We may assign our rights and obligations under this agreement to a third-party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about this program.
- Chase, United and their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, United and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.
- You agree to indemnify and hold Chase, United and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of this program, any fraud or misuse of this program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in this program are not affiliated with us and are not sponsors or co-sponsors of this program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase and United are not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- This program is void where prohibited by federal, state, or local law.
- This agreement and use of this program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

### Communications

- We may send communications about this program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your card billing statement or call the Chase phone number on the back of your card.

### Telephone monitoring

- You agree that Chase and its third-party service providers may listen to and record telephone calls as part of providing program services.