

Rewards Program Agreement Updates

As of 5/20/2018, we've updated this agreement to include reference to and information about the Whole Foods Sites where you can earn 5% Back rewards or 3% Back rewards using the card account for purchases as described in the *How you can earn points* section. We've also included in this section that transactions on Amazon.com to which you choose to apply a promotional financing offer using your card account won't earn points.

We've removed the 2,000 points cash minimum redemption amount. This version of the agreement takes the place of any earlier versions.

Amazon Rewards Program Agreement

Important information about the program and this agreement

- Your Amazon Rewards Visa Signature or Amazon Prime Rewards Visa Signature card account is issued by Chase Bank USA, N.A. The Amazon rewards program is offered by Amazon and Chase. This document describes how the Amazon rewards program works and is an agreement between you, Amazon and Chase. You agree that use of your card 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
 - › “Amazon” means Amazon Services LLC and its affiliates
 - › “program” means the Amazon rewards program described in this agreement
 - › “card account” means your Amazon Rewards Visa Signature or Amazon Prime Rewards Visa Signature credit card account, or any account number used by you or an authorized user to access your card account. The Amazon Rewards Visa Signature credit card account is available to customers with an Amazon.com account. The Amazon Prime Rewards Visa Signature card account, which can earn more rewards than the Amazon Rewards Visa Signature credit card account, is available to customers with an eligible Prime membership.
 - › “credit card” means your Amazon Rewards Visa Signature or Amazon Prime Rewards Visa Signature credit card
 - › “we,” “us,” “our,” and “Chase” mean Chase Bank USA, N.A. and its affiliates
 - › “you” and “your” mean the person responsible for the card account and for complying with this agreement
 - › “authorized user” means anyone you permit to use your card account
 - › “Prime membership” means a current eligible Amazon Prime membership, as determined by Amazon and governed by the Amazon Prime terms and conditions. Please sign-in to Amazon.com/myrewards card to learn more about eligible Prime memberships.
 - › “purchases” is defined in the section of this agreement titled *How you can earn points*
 - › “% Back rewards” are the rewards you earn under the program. % Back rewards are tracked as points and each \$1 in % Back rewards earned is equal to 100 points. You may simply see “% Back” in marketing materials when referring to the rewards you earn.
 - › “5-2-1 % Back rewards” is described in section 3 of *How you can earn points*
 - › “3-2-1 % Back rewards” is described in section 4 of *How you can earn points*
 - › “Whole Foods Site” means any physical Whole Foods Market or Whole Foods Market 365 Store location in the United States, and the website accessible at www.wholefoodsmarket.com.

- We may make changes to the program and the terms of this agreement at any time. For example, we may:
 - › add new terms or delete terms
 - › change how you earn points
 - › change how you use points
 - › change what you can get with your points
- We may temporarily prohibit you from earning points, using points you've already earned, or using any features of the program.
- We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- We may refer to this agreement as the Rewards Program Rules and Regulations in communications about the program and in supplemental terms, conditions, disclosures, and agreements.

Notice of changes

- We'll give you 30 days' notice of the following types of changes to the program or this agreement:
 - › if we add or increase fees applicable to the program
 - › if we decrease the rates at which points can be earned in this program
 - › if we limit the number of points you can earn
 - › if we cancel the program
- We'll 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 or the Chase Mobile App.
- We'll give you notice of other changes to the program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com/amazonrewards.
- We won't provide notice when we change what you can get with your points. You understand and agree that we can make these changes at any time. You can see what you currently can get with your points when you log in to our website, chase.com/amazonrewards. **Future availability of any specific items isn't guaranteed.**

How you can earn points

1. You'll earn points when you, or an authorized user, use your card account to make purchases of products and services, minus returns or refunds (collectively, the “purchases”). Buying products and services with your card account, in most cases, will count as a purchase; however, the following types of transactions won't count and won't earn points:
 - › transactions on Amazon.com to which you choose to apply a promotional financing offer.
 - › 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

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- › any checks that access your card account
- › interest
- › unauthorized or fraudulent charges
- › fees of any kind, including an annual fee, if applicable

2. Rewards Categories: Merchants who accept Visa/MasterCard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/MasterCard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:

- › We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.
- › Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see www.chase.com/rewardscategoryfaqs

3. With 5-2-1 % Back rewards, you'll earn:

- › **5% Back** for each \$1 of eligible purchases made using your card account at Amazon.com and any Whole Foods Site. 5% Back is earned only on purchases made at Amazon.com (including digital downloads, Amazon.com Gift Cards, Amazon Fresh orders, Amazon Prime subscriptions, and items sold by third-party merchants through Amazon.com's marketplace) and any Whole Foods Site. 5% Back is not earned on (i) purchases from merchants using Amazon Pay, (ii) purchases made at international Amazon retail sites (including but not limited to Amazon.ca, Amazon.co.uk, Amazon.de, Amazon.fr, or Amazon.co.jp), or any other website operated by Amazon, (iii) purchases made at international Whole Foods Market sites, (iv) purchases of Whole Foods Market and Whole Foods Market 365 Store products and services through third-party sites such as Eventbrite, Instacart, Google Express and Shipt, (v) online purchases of Whole Foods Market or Whole Foods Market 365 gift cards (including through buyatab.com), event tickets or classes, (vi) purchases from certain third-party vendors operating at Whole Foods Sites, (vii) purchases of massage services at any Whole Foods Site, or (viii) purchases from Spa@Ink, in each case in Amazon's sole discretion. This equates to \$0.05 in % Back rewards, which is equal to 5 points, for each \$1 spent.
 - For example, if you spend \$100 using your card account on a purchase at Amazon.com, you will earn \$5 in % Back rewards, which is equal to 500 points.
- › **2% Back** for each \$1 spent on purchases in the following rewards categories: gas stations; drugstores; restaurants. This equates to \$0.02 in % Back rewards, which is equal to 2 points, for each \$1 spent.
 - For example, if you spend \$100 using your card account on a purchase in one of these categories, you will earn \$2 in % Back rewards, which is equal to 200 points.

- › **1% Back** for each \$1 spent on all other purchases. This equates to \$0.01 in % Back rewards, which is equal to 1 point, for each \$1 spent.
 - For example, if you spend \$100 using your card account on any other purchase, you will earn \$1 in % Back rewards, which is equal to 100 points.

4. With 3-2-1 % Back rewards, you'll earn:

- › **3% Back** for each \$1 of eligible purchases made using your card account at Amazon.com and any Whole Foods Site. 3% Back is earned on purchases made at Amazon.com (including digital downloads, Amazon.com Gift Cards, Amazon Fresh orders, Amazon Prime subscriptions, and items sold by third-party merchants through Amazon.com's marketplace) and any Whole Foods Site. 3% Back is not earned on (i) purchases from merchants using Amazon Pay, (ii) purchases made at international Amazon retail sites (including but not limited to Amazon.ca, Amazon.co.uk, Amazon.de, Amazon.fr, or Amazon.co.jp), or any other website operated by Amazon, (iii) purchases made at international Whole Foods Market sites, (iv) purchases of Whole Foods Market and Whole Foods Market 365 Store products and services through third-party sites such as Eventbrite, Instacart, Google Express and Shipt, (v) online purchases of Whole Foods Market or Whole Foods Market 365 gift cards (including through buyatab.com), event tickets or classes, (vi) purchases from certain third-party vendors operating at Whole Foods Sites, (vii) purchases of massage services at any Whole Foods Site, or (viii) purchases from Spa@Ink, in each case in Amazon's sole discretion. This equates to \$0.03 in % Back rewards, which is equal to 3 points, for each \$1 spent.
 - For example, if you spend \$100 using your card account at Amazon.com, you will earn \$3 in % Back rewards, which is equal to 300 points.
- › **2% Back** for each \$1 spent on purchases in the following rewards categories: gas stations; drugstores; restaurants. This equates to \$0.02 in % Back rewards, which is equal to 2 points, for each \$1 spent.
 - For example, if you spend \$100 using your card account on a purchase in one of these categories, you will earn \$2 in % Back rewards, which is equal to 200 points.
- › **1% Back** for each \$1 spent on all other purchases. This equates to \$0.01 in % Back rewards, which is equal to 1 point, for each \$1 spent.
 - For example, if you spend \$100 using your card account on any other purchase, you will earn \$1 in % Back rewards, which is equal to 100 points.

5. When you earn 5% Back or 3% Back at Amazon.com and Whole Foods Sites.

- (a) If the Amazon.com account through which you applied for your card account has an eligible Prime membership and your card account is loaded into that Amazon.com account, your card account will automatically earn 5% Back on purchases made at Amazon.com and any Whole Foods Site (subject to the limitations described in section 3 of *How you can earn points* above), except as noted below in this section 5(a).

However, if you switched Amazon.com accounts, use multiple Amazon.com accounts, or your card account is loaded into multiple Amazon.com accounts, then your card

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account may not automatically earn 5% Back on purchases made at Amazon.com or Whole Foods Sites and may instead earn 3% Back on such purchases.

In such cases, you will need to confirm your card account number and select your card account on that Amazon.com account with eligible Prime membership in order to earn 5% Back on purchases made at Amazon.com and Whole Foods Sites (subject to the limitations described in section 3 of *How you can earn points* above). Visit the "Manage Payment Options" page via "Your Account" page on Amazon.com as described in section 6 below to learn how. Once you've confirmed and selected your card account, your card account will earn 5% Back on purchases made at Amazon.com and Whole Foods Sites (subject to the limitations described in section 3 of *How you can earn points* above), except as noted in this section 5(a).

Your card account will no longer earn 5% Back and will earn 3% Back instead, if the Amazon.com account from which you applied for your card account:

- no longer has an eligible Prime membership;
- no longer has your card account loaded in that Amazon.com account;
- is closed;
- is used to select a different card account to earn 5% Back at Amazon.com and any Whole Foods Site; or
- is used to apply for another Amazon Rewards Visa card account that is approved and loaded in that Amazon.com account; that new card account will earn 5% Back on purchases made at Amazon.com and any Whole Foods Site.

- (b) If the Amazon.com account through which you applied for your card account does not have an eligible Prime membership and your card account is loaded into that Amazon.com account, your card account will earn 3% Back on purchases made at Amazon.com and any Whole Foods Site (subject to the limitations described in section 4 of *How you can earn points* above).

If your card account is currently earning 3% Back and is loaded into an Amazon.com account with an eligible Prime membership, you will need to confirm and select your card account to earn 5% Back on purchases made at Amazon.com and any Whole Foods Site (subject to the limitations described in section 3 of *How you can earn points* above). Visit the "Manage Payment Options" page via "Your Account" page on Amazon.com as described in section 6 below to learn how. Once you've confirmed and selected your card account, your card account will earn 5% Back on purchases made at Amazon.com and Whole Foods Sites (subject to the limitations described in section 3 of *How you can earn points* above) until that Amazon.com account with eligible Prime membership:

- no longer has an eligible Prime membership;
- no longer has your credit card account loaded in that Amazon.com account;
- is closed;
- is used to select a different card account to earn 5% Back; or
- is used to apply for another Amazon Rewards Visa card account that is approved and loaded in that

Amazon.com account; that new card account will earn 5% Back on purchases made at Amazon.com and any Whole Foods Site.

- (c) In all other cases, your card account will earn 3% Back on purchases made at Amazon.com and any Whole Foods Site.

6. How to see if your card account earns 5% Back at Amazon.com and Whole Foods Sites.

To see if your card account earns 5% Back on Amazon.com purchases, follow these steps:

- › sign into an Amazon.com account where your card account is loaded;
- › visit "Your Account" page;
- › visit the "Manage Payment Options" page under "Payment Methods" section; and
- › expand the details of your credit card.

The details of your credit card will specify if your card account earns 5% Back or 3% Back on purchases made at Amazon.com and any Whole Foods Site. If that Amazon.com account has eligible Prime membership, and your card account could be earning 5% Back on purchases made at Amazon.com and Whole Foods Sites, you will also be told how to start earning 5% Back on such purchases. For each transaction on Amazon.com or at a Whole Foods Site you have already made, you will be able to check on chase.com whether you earned 5% Back or 3% Back.

In accordance with the above terms, Amazon is notifying Chase, at the time your eligible Amazon.com order is placed, whether the purchase earns 5% Back or 3% Back.

Ways to earn bonus points

- We may offer you ways to earn bonus points through the program or special promotions. You'll find out more about the number of bonus points you can earn and any other terms at or before the time of each eligible offer. The terms of this agreement will apply to any such offer. If there is any inconsistency between this agreement and the offer terms, the offer terms will prevail to the extent of such inconsistency.

Other information about the earning and availability of points

- Points are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus points posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than points earned from purchases or bonuses, then points will be deducted from your total point balance and may result in a negative point balance.
- You'll see points you've earned on chase.com and on your monthly card account billing statement.
- Points earned in a monthly billing cycle are generally available to be used at the beginning of the next billing cycle; however, points earned on purchases made near the end of a billing cycle may take up to one additional billing cycle to become available.

How you can use your points

- You can use your points to redeem for any available reward options. Options may include eligible purchases at Amazon.com, travel, cash, and gift cards.
- When you use points to redeem for eligible purchases at Amazon.com, travel, cash, and gift cards, each point is worth \$.01 (one cent), which means that 100 points equals \$1 in redemption value. Redemption values for other reward options may be worth more or less than that.

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- You are responsible for how points are used, including if you allow authorized users to access or use your points.
- To use your points, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum amounts, as well as any additional terms and conditions, before you use your points.
- Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.
- When you use your points to redeem for travel, cash and gift cards, as described below, the amount of time it takes to deliver those items to you depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.
- Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.
- We're not responsible for replacing lost, stolen or damaged redemption items, including certificates, tickets or gift cards or for a merchant's failure to honor them.

Shop with Points at Amazon.com

- You can use your points for all or part of a payment for the purchase of eligible items at Amazon.com.
- If you don't have enough points to pay for a purchase at Amazon.com, you can pay the additional cost with an Amazon.com Gift Card, an Amazon Payments, Inc. payments account, or your card account.
- We may deduct the number of points that you use for your Amazon.com purchase from your points balance when you place your order or when your order has shipped, as long as your card account is open, not in default, and you have enough points to cover your purchase. Your points balance may not reflect pending transactions.
- For orders that remain unfulfilled for 30 days, your points will automatically be credited back to your card account.
- For valid returns or cancellations, your points will be credited back to your card account.
- If points were used for a completed purchase at Amazon.com, you may contact Amazon to cancel your purchase or make any other changes.
- Returns and refunds are subject to Amazon's policies.

Travel

- You can use points for available airline tickets, hotel accommodations, car rentals and cruises through the program.
- Call the Chase Travel Center toll-free at 1-855-234-2538 to book travel.
- You will be told the amount of any service fee, if applicable, before you book your airline ticket(s) through our toll-free number.
- If you don't have enough points to book your travel, you can pay the additional cost with your card account. You can also book most travel through the program without any points by using your card account to pay for it. Minimum point amounts may apply to some bookings.
- Additional terms, conditions and disclosures may apply and will be provided to you before booking your travel and will be part of this agreement.
- For airline ticket, hotel and cruise reservations, government-issued photo identification is required at check-in and must match the name on the reservation. For international travel, a passport is required and a visa may be required along with satisfaction of

health requirements. Please contact the consulate of the destination country for current visa/passport and other entry requirements.

- For any change or cancellation requests, please call us at 1-855-234-2538. Change or cancellation fees may apply and will be charged directly to your card account. Change or cancellation fees are based on the cash price of travel. If a refund is granted for travel booked in whole or in part with points, you'll receive a credit to your points balance for the amount of points used. If you fail to arrive for your booked travel arrangements as scheduled, all payments whether made with points or your card account will be forfeited.
- All additional costs, such as baggage fees, seat fees, fees charged by the airlines, passenger facility charges, international entry or departure taxes and/or fees, resort fees, hotel energy surcharges, any charges for incidentals and any applicable local taxes and fees, are at the traveler's expense. Travelers should be prepared to pay in cash, in local currency, on location directly to the travel service provider.
- All airline tickets will be issued as e-tickets, unless e-tickets are not available due to airline restrictions. If an e-ticket is unavailable, you'll be mailed a paper ticket at no charge. However, if an e-ticket is available and you request a paper ticket, you may be charged a service fee and shipping/handling charges. All paper tickets will be shipped within 48 hours to the address you provide.
- For car rentals, minimum age requirements may vary and there may be a maximum age. Some hotels have a minimum age requirement for check-in.

Cash

- You can use points to redeem for cash through a card account statement credit or an electronic deposit into an eligible checking or savings account held by a financial institution located in the United States.
- Go to chase.com/amazonrewards or call the number on the back of your credit card to request your cash.
- Card account statement credits will reduce your card account balance. Unless the total amount of credits and payments applied to your card account between the statement closing date and the payment due date equal or exceed your statement balance, you are still required to pay your minimum payment or your remaining statement balance, whichever is less, by the payment due date.

Gift cards

- You can use points for gift cards and gift certificates through the program.
- Go to chase.com/amazonrewards or call the number on the back of your credit card to order gift cards and gift certificates.
- Gift cards and gift certificates are valid at participating merchants only, and are subject to the issuer's terms and conditions, which, if permitted by law, address expiration policies and non-usage fees and can be changed at the sole discretion of the issuer.

Products and services

- We may give you opportunities to use your points for all or part of a payment for the purchase of eligible products or services directly through third party merchants or service providers. In order to do so, you may be required to register with the merchant or service provider, which may include providing your card account information and agreeing to additional terms of use.
 - › To participate, you may be required to authorize Chase to share information about your card account with the third party. We'll provide you with additional details as required by law.

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- › We'll deduct the number of points that you use from your points balance. Your points balance may not reflect pending transactions until the order has shipped.
- › Returns and point refunds are subject to the policies of the third party.
- › Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of points will be part of this agreement.
- We may give you opportunities to use your points to pay for products or services from third party merchants directly through the program.
 - › Products or services may not always be available and may change without notice.
 - › Any additional terms, conditions, disclosures or agreements provided by us related to the products or services you obtain will be part of this agreement.

How you could be prohibited from earning or using points

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

How you could lose your points

- **Your points don't expire as long as your card account is open, however, you'll immediately lose all your points if your card account status changes, or your card account is closed, for any of the following reasons:**
 - › you don't make the minimum payment on your card 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 card account or the program:
 - › we believe that you've misused the program in any way, for example:
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
- We won't reinstate points you lose, unless we've made an error.
- If your card account is closed for any other reason, you'll have at least 30 days from the date your card account is closed to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.
- If we decide to cancel the program, you'll have at least 30 days from the date we cancel the program to use your points, as long as you

don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.

- If we're notified of your death, your points will be automatically redeemed for cash in the form of a card account statement credit.

Other important information you should know

- Points aren't your property and have no cash value. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in the 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 income). You are responsible for any tax liability, including disclosure requirements, related to participating in the 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 card account about the program.
- Chase, Amazon 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, Amazon and their respective third party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.
- You agree to indemnify and hold Chase, Amazon 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 the program, any fraud or misuse of the 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 the program are not affiliated with us and are not sponsors or co-sponsors of the 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 Amazon are not responsible for any aspects of the products and services provided by participating merchants or third party service providers.
- The program is void where prohibited by federal, state, or local law.
- This agreement and use of the program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the 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.

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Communications

- We may send communications about the 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 credit card billing statement or call the phone number on the back of your credit 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.