

Rewards Program Agreement Updates.

As of 8/27/2017, we've added information about how you can Pay with Points through Chase Pay® in the *How you can use your points* section. We've also removed the 2,000 points cash minimum redemption amount and made clarifying updates in the "Cash" redemption section. In the "Products and services" section, we've added information to let you know that you may be auto-enrolled directly with third party merchants or service providers to use your points for all or part of a payment for the purchase of eligible products or services. This version of the agreement takes the place of any earlier versions.

Chase Sapphire Preferred® with Ultimate Rewards® Program Agreement

Important information about the program and this agreement

- This document describes how the Ultimate 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 Ultimate 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
 - › "points" are the rewards you earn under the program. You may also see, "Ultimate Rewards points" when referring to the points you can use.
 - › "purchases" is defined in the section of this agreement titled *How you can earn points*
- 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.
- This version of the agreement takes the place of any earlier versions, including those that were called "Rewards Program Rules and Regulations". We may continue to 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 change the rate at which you earn points
 - › 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/ultimaterewards.
- 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/ultimaterewards. **Future availability of any specific items isn't guaranteed.**

How you can earn points

- You'll earn points 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 points:
 - › 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:**
 - › **1 point** for each \$1 spent.
 - › **2 points** total for each \$1 spent when your card is used for purchases in the travel category or the dining at restaurants category (one additional point on top of the 1 point per \$1 earned on each purchase). You may see "2X" in marketing materials to refer to the 2 points total you earn for each dollar you spend in these categories.
- **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.

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- › 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.

Ways to earn bonus points

- We may offer you ways to earn bonus points through the program, such as Shop through Chase[®] or special promotions. You'll find out more about the number of bonus points you can earn and any other terms at the time of the offer. The additional terms will be part of this agreement.

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 billing statement. Please note that on your card billing statement you'll see the additional points earned in the travel and dining at restaurants categories separately from the points earned on all purchases.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Chase or third party mobile application(s).
- 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: cash, gift cards, travel, pay with points for a statement credit to cover Chase Pay[®] merchant purchases, transfer of points to participating frequent travel programs, and products or services made available through the program or directly from third party merchants. You can also combine points with your other eligible Chase cards that have Ultimate Rewards.
- We may, from time to time, provide additional ways for you to use your points in addition to those described in this agreement, such as through Chase or third party mobile application(s).
- Redemption values for reward options vary.
 - › When you use points to redeem for cash and gift cards, each point is worth \$.01 (one cent), which means that 100 points equals \$1 in redemption value.
 - › When you use points through Chase Pay[®] for a statement credit to cover all or part of a purchase made at participating Chase Pay[®] merchants, each point is worth \$.008, which means that 100 points equals \$.80 in redemption value.
 - › Redemption values for other reward options may be worth more or less than this.

- You are responsible for how points are used, including if you allow authorized users to access 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.
- The amount of time it takes for the delivery of items 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.

Cash

- You can use points to redeem for cash through an 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/ultimaterewards, call the number on the back of your card or visit a Chase branch to request your cash.
- Account statement credits will reduce your account balance. Unless the total amount of credits and payments applied to your 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/ultimaterewards, call the number on the back of your card or visit a Chase branch 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.

Travel

- You can use points for available airline tickets, hotel accommodations, car rentals, activities and cruises through the program.
- Go to chase.com/ultimaterewards or call the Chase Travel Center toll-free at 1-866-951-6592 to book travel.
- A service fee of up to \$20 per transaction may be charged for calling our travel center to book travel. We'll let you know of the amount of any service fee, if applicable, before you book.
- **Points are worth 25% more when you redeem for travel through Chase Ultimate Rewards:** Each point you redeem for travel booked through the program is worth \$.0125 (one and a quarter cents), which means that 100 points is worth \$1.25 in redemption value compared to the cash redemption value of \$1.
 - › For example, 20,000 points are worth \$250 towards travel, or \$200 when redeemed for cash. Points are worth 25% more when you redeem for travel than if you redeem for cash through the program.

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- › The cost of travel is based on the rates and fares available through the Ultimate Rewards website and travel center, and may not reflect all rates and fares that are available through other sales channels.
- If you don't have enough points to book your travel, you can pay the additional cost with your card. You can also book most travel through the program without any points by using your card 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 1-866-951-6592. Change or cancellation fees may apply and will be charged directly to your 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 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.
- For additional information about travel, please click on the Travel Disclosures link which can be found at the bottom of our chase.com/ultimaterewards website. The Travel Disclosures are a part of this agreement.
- Account statement credits will reduce your account balance. Unless the total amount of credits and payments applied to your 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.
- Account statement credits from Chase Pay transactions will generally post to your account within two days of the related Chase Pay purchase posting to your account. Therefore, it is possible for your Chase Pay purchase and Chase Pay account statement credit to post to your account during different billing periods.
- Returns and refunds are subject to the policies of the third party Chase Pay merchant. If your purchase qualifies for a refund based on merchant policy, you will be refunded the dollar amount that appears on the refund receipt from the merchant. The account statement credit will remain on your account, and no points will be credited to your account for a return or refund.

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 must either be automatically enrolled or complete the self registration process directly with the merchant or service provider.
 - › To participate, you may be required to authorize Chase to share information about your account with the third party. We'll provide you with additional details as required by law.
 - › After you are enrolled, Chase will provide the third party with information about your participation in the program, including your program points balance.
 - › Points will not be used without your permission. You select when and how many points are used each time you make a purchase with the third party, unless you opt into a default payment feature offered by the third party. In that case, your points will be applied automatically in accordance with your selected default payment settings.
 - › The redemption value of points may be worth less when using them directly through third party merchants or service providers than the redemption value of points used for reward options offered directly through the program.
 - › We'll deduct the number of points that you use from your program 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.
 - › Auto-enrollment.
 - You may be automatically enrolled with a third party if:
 - You currently have a card stored in the account you maintain with that third party and have used the card to make a purchase with the third party; or
 - You add a card to the account you maintain with the third party and use it to make a purchase.
 - Your Ultimate Rewards account will be linked to the account you maintain with the third party, based on the card you save on file with them.

Pay with Points through Chase Pay[®] – using points for a statement credit

- Through Chase Pay[®], you have the option to use points for an account statement credit to cover all or part of your purchases at participating Chase Pay merchants. You may see, "Pay with Points" when referring to this feature.
- You can choose to always use available points for an account statement credit at checkout to cover purchases made at participating Chase Pay merchants. You can change this setting at checkout if you don't want to use points automatically.
- When you choose to pay with points, we'll charge your card the full amount of the Chase Pay merchant purchase and use available points for an account statement credit. Available points will be deducted immediately.

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- You will receive an email from the third party informing you of the auto-enrollment and how to de-enroll if you do not want to participate.
- You may de-enroll at anytime.
- 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.
 - The redemption value of points may be worth less than other reward options offered directly through the program.
 - Any additional terms, conditions, disclosures or agreements provided by us related to the products or services you obtain will be part of this agreement.

Combine points with other Chase cards with Ultimate Rewards

- You can move your points, but only to another Chase card with Ultimate Rewards belonging to you or one member of your household.
- Go to chase.com/ultimaterewards, call the number on the back of your card or visit a Chase branch to move your points.
- You can't move points to another eligible card if either account is prohibited from earning or using points at the time you attempt to move the points.

Transfer points to frequent travel programs

- You can transfer points in 1,000 point increments, but only to participating frequent travel program accounts belonging to you or one additional household member who is listed on your account as an authorized user. Once you transfer points to an authorized user, that person will be the only authorized user eligible to receive point transfers through this program.
- Go to chase.com/ultimaterewards, call the number on the back of your card or visit a Chase branch to transfer points to these frequent travel program accounts.
- A point transfer fee may be charged for points transferred to participating frequent travel programs. We'll let you know if there's a point transfer fee and the fee amount before you transfer points.
- Most point transfer requests process by the next business day, but it may take up to 7 business days depending on the frequent travel program. All point transfer details provided must match the information on file with the frequent travel program to which the points are being transferred. Any differences between the details provided and those already on file may cause delays or prevent points from transferring. We'll let you know if your request can't be completed.
- Any transferred points become subject to the terms and conditions of the frequent travel program. Chase is not responsible for the rules governing or the use of the participating frequent travel program.
- Once points are transferred, they can't be refunded and the transaction can't be canceled.
- You agree and understand that when you transfer points that you are authorizing Chase to send your point transfer details to the frequent travel program and our points administrators.
- Participating frequent travel programs are subject to change without notice.

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 account within 30 days of the due date.
 - if we suspect that you've engaged in fraudulent activity related to your account or the program.
 - if we suspect that you've misused the program in any way, for example:
 - by buying or selling points
 - by moving or transferring points to an ineligible third party or account
 - 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 account becomes current or when we no longer suspect fraud or misuse of the account or program.

How you could lose your points

- **Your points don't expire as long as your account is open, however, you'll immediately lose all your points 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 the program
 - we believe that you've misused the program in any way, for example:
 - by buying or selling points
 - by moving or transferring points to an ineligible third party or account
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
- If your account is closed for any other reason, you'll have at least 30 days from the date your 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 an account statement credit.
- We won't reinstate points you lose, unless we've made an error.

Other important information you should know

- Points aren't your property and have no cash value. You can't transfer or move points unless expressly provided for in this agreement.

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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 account about the program.
- Chase and its third party service providers and their respective 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, its third party service providers, and their respective 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 and its third party service providers and all of their respective 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 is 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.

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 card billing statement or call the 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.