

Rewards Program Agreement Updates.

As of 6/8/2016, we've changed the name of this agreement and clarified how this program works. We've added details about how we'll tell you about changes, when your use of rewards may be suspended, how you can lose your points, responsibilities related to the rewards you obtain, and the law applicable to this agreement. This version of the agreement takes the place of any earlier versions, including those that were called "Rewards Program Rules and Regulations."

Rapid Rewards® Premier Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your Rapid Rewards® Premier business credit card account is issued solely by Chase Bank USA, N.A. This Rapid Rewards Premier business card rewards program is offered through Southwest Airlines® and Chase. This document describes how the Rapid Rewards Premier business 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 Rapid Rewards Premier business 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 party or parties responsible for the account and for complying with this agreement
 - › "authorized user" means anyone you permit to use the account, such as employees
 - › "Rapid Rewards" means the Southwest Airlines Rapid Rewards program operated by Southwest Airlines Co. and governed by the Rapid Rewards Rules and Regulations, available at southwest.com/rrterms
 - › "TQP" means Tier Qualifying Points earned under this program that can be used to count toward qualification for Rapid Rewards A-List or A-List Preferred status
 - › "purchases" is defined in the section of this agreement titled *How you can earn points and TQP*
- 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 points or TQP in this program
- Chase may temporarily prohibit you from earning points or TQP, or using any features of this program and we may not transfer points or TQP you've already earned to Southwest Airlines.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Points and TQP earned in this program are automatically transferred to Southwest Airlines after the end of each billing cycle. Southwest Airlines may change the terms of the Rapid Rewards program in accordance with the Rapid Rewards rules and regulations.

- 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 Chase adds or increases fees applicable to this program
 - › if Chase changes the rate at which you earn points or TQP in this program
 - › if Chase limits the number of points or TQP you can earn in this program
 - › if Chase cancels 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 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/southwest.

How you can earn points and TQP

- You'll earn points and TQP 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 as a purchase and won't earn points or TQP:
 - › 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
 - › overdraft advances
 - › interest
 - › unauthorized or fraudulent charges
 - › fees of any kind, including an annual fee, if applicable
- **You'll earn:**
 - › **2 points** for each \$1 spent on purchases made directly with Southwest Airlines, including flight, inflight, **Southwest gift card**, and Southwest Airlines Vacations® package purchases, and at participating Rapid Rewards® Hotel and Rental Car Partners.
 - › **1 point** for each \$1 spent on all other purchases.
 - › **1 point** for each \$1 of the first \$15,000 of balance transfers

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made during the first 90 days from your original account open date.

- This offer isn't available if you change into this product from another Chase card.
- **6,000 bonus points each account anniversary year:** You'll receive 6,000 bonus points each account anniversary year. Please allow up to 6 weeks after the account anniversary year in which you qualify for the bonus points to become available in your Rapid Rewards account.
 - "account anniversary year" means the year beginning with your account open date through the anniversary of your account open date, and each 12 months after that.
- **1,500 TQP for each \$10,000 in purchases up to \$100,000 in purchases annually which equal 15,000 TQP.**
 - "annually" means the year beginning with your account open date through the first December statement date of that same year, and each 12 billing cycles starting after your December statement date through the following December statement date. Please note this time period is different than your account anniversary year.

Ways to earn bonus points

- We may offer you ways to earn bonus points through this program 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.

Information about earning and transferring points and TQP to Southwest Airlines

- 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.
- TQP are earned at the close of each monthly billing cycle in which you've qualified to receive them.
- You'll see points you've earned from card purchases on chase.com and on your monthly card billing statement.
- You'll see TQP you've earned in your Rapid Rewards account; however, they won't appear on your monthly card billing statement.
- Points and TQP earned during a billing cycle will be automatically transferred to Southwest Airlines after the end of each billing cycle.
- This agreement governs the receipt of points and TQP in connection with the use of your account and is in addition to the Rapid Rewards rules and regulations that govern your participation in the Rapid Rewards program. The Rapid Rewards rules and regulations are available online at southwest.com/rrterms or call the Rapid Rewards Service Center at 1 800 I FLY SWA. Information in this agreement that relates to the Rapid Rewards program isn't complete or comprehensive and doesn't include all of the information that you should know about the Rapid Rewards program.
- Southwest Airlines reserves the right to amend, suspend, or change the Rapid Rewards program and/or program rules at any time without notice.
- If your membership in the Rapid Rewards program is terminated for any reason by you or Southwest Airlines, you'll no longer be eligible to use the points or TQP you've earned in this program.

- Chase will make a request to Southwest Airlines to award points or TQP to your associated Rapid Rewards account. Chase disclaims liability or responsibility for Southwest Airline's failure to award or redeem points or TQP to your associated Rapid Rewards account after Chase has met its obligations to Southwest Airlines in connection with such a request.
- Reward travel is subject to taxes, fees, and other government or airport-imposed charges from \$5.60 per one-way trip. **Applicable taxes, fees, and other government or airport-imposed charges can vary significantly based on your arrival and departure destination.** The payment of any taxes, fees, and other government or airport-imposed charges is the responsibility of the passenger and must be paid at the time reward travel is booked. In some instances, the government may elect to collect the fees directly from the passenger.
- **Points don't expire:** The points transferred to your Rapid Rewards account won't expire as long as your card account is open or there is flight or Southwest Airlines partner earning activity on the Rapid Rewards account every 24 months. If your card account is closed, the points in your Rapid Rewards account will expire if there isn't flight or other Southwest Airlines partner earning activity every 24 months.
- You understand that Chase and Southwest Airlines Co. exchange information about you and your accounts and that Southwest Airlines Co. may contact you regarding offers that may be of interest to you.

How you can use your points

- To use your points, go to southwest.com or call Southwest Airlines directly at 1 800 I FLY SWA.

How you could be prohibited from earning or having points transferred

- We may temporarily prohibit you from earning points or TQP and we may not transfer points or TQP you've already earned to Southwest Airlines:
 - 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 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
- You can begin earning points or TQP again and any points or TQP that we've held will be transferred to Southwest Airlines 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 points

- You'll immediately lose all points or TQP that haven't been transferred to Southwest Airlines 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

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- › you file a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, or insolvency proceeding, or are the subject of an involuntary petition in any such proceeding
- › we believe that you've engaged in fraudulent activity related to your account or 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
- If your account is closed for any other reason, we'll automatically transfer any points or TQP earned to Southwest Airlines, as long as you don't lose them for any of the reasons described in this agreement.
- We won't reinstate points or TQP you lose, unless we've made an error.

Other important information you should know

- Points and TQP aren't your property and have no cash value. Additionally, points and TQP 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 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, Southwest Airlines 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, Southwest Airlines 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, Southwest Airlines 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 is 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.
- When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase accounts and this program.
 - › Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account and program service calls, but not for telemarketing or sales calls.
 - › It may include contact from companies working on our behalf to service your account and this program.
 - › Message and data rates may apply.
 - › You may contact us anytime to change these mobile preferences.
- Let us know right away about any changes to your contact information using the Cardmember Services address 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.