

### Rewards Program Agreement Updates.

As of 5/6/2016, 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 miles, 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."

## United MileagePlus Explorer Business Card Rewards Program Agreement

### Important information about this program and this agreement

- Your United MileagePlus® Explorer business credit card account is issued solely by Chase Bank USA, N.A. The United MileagePlus Explorer business card rewards program is offered through MileagePlus and Chase. This document describes how the United MileagePlus Explorer 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 United MileagePlus Explorer 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
  - › "MileagePlus" or "United" means MileagePlus Holdings, LLC, or United Airlines, Inc., and their affiliates. The MileagePlus program is governed by the MileagePlus program rules, available at [mileageplus.com](http://mileageplus.com)
  - › "miles" are the rewards you earn under this program
  - › "purchases" is defined in the section of this agreement titled *How you can earn miles*
- 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 miles in this program
- Chase may temporarily prohibit you from earning miles, using miles you've already earned that haven't been transferred to United, or using any features of this program.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Miles earned in this program are automatically transferred to United after the end of each billing cycle. United may change the terms of the MileagePlus program in accordance with its rules.
- 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 change the rate at which you earn miles in this program
  - › if we limit the number of miles 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 miles

- You'll earn miles 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 miles:
  - › 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:**
  - › **1 mile** for each \$1 spent.
  - › **2 miles** total for each \$1 spent on airline tickets purchased directly from United (1 additional mile on top of the 1 mile per \$1 earned on each purchase).
  - › **2 miles** total for each \$1 spent in the following rewards categories: restaurants; gas stations; office supply stores (1 additional mile on top of the 1 mile per \$1 earned on each purchase).
  - › **10,000 bonus miles each calendar year:** You'll receive 10,000 bonus miles each calendar year during which you make at least \$25,000 in purchases with your card. Please allow up to 6 weeks after the billing cycle in which

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you qualify for the bonus miles to become available in your MileagePlus account.

- "calendar year" means January 1 through December 31 of that same year. For example, if your account is opened on June 1, you'll only have 7 months to qualify and earn your bonus for that year.

- **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](http://www.Chase.com/RewardsCategoryFAQs).

## Ways to earn bonus miles

- We may offer you ways to earn bonus miles through this program or special promotions. You'll find out more about the number of bonus miles 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 miles to United

- Miles are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus miles posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than miles earned from purchases or bonuses, then miles will be deducted from your total miles balance and may result in a negative miles balance.
- You'll see miles you've earned from card purchases on [chase.com](http://chase.com) and on your monthly card billing statement. Please note that on your card billing statement, you'll see the additional miles earned from United purchases and rewards category purchases separately from the miles earned on all purchases.
- Miles earned during a billing cycle will be automatically transferred to United after the end of each billing cycle.
- This agreement governs the receipt of miles in connection with the use of your account and is in addition to the MileagePlus program rules that govern your participation in the MileagePlus program. The MileagePlus program rules are available online at [MileagePlus.com](http://MileagePlus.com). Information in this agreement that relates to the MileagePlus program isn't complete or comprehensive and doesn't include all of the information that you should know about the MileagePlus program.
- United may change the MileagePlus program, including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus program at any time and without notice.

- Bonus award miles, award miles and any other miles earned through non-flight activity don't count toward qualification for Premier status unless expressly stated otherwise. The accumulation of mileage or Premier status or any other United or MileagePlus status doesn't entitle members to any vested rights with respect to the MileagePlus program.
- If your membership in the MileagePlus program is terminated for any reason by you or United, you'll no longer be eligible to use the miles you've earned in this program.
- Chase's sole obligation concerning the award and redemption of miles is to make a valid request to United to award miles to your associated MileagePlus account. Chase disclaims liability or responsibility for United's failure to award or redeem miles to your associated MileagePlus account after Chase has met its obligations to United in connection with such a request.
- **Miles don't expire:** The miles transferred to your MileagePlus account will not expire as long as your card account is open. If your card account is closed, the miles in your MileagePlus account will expire according to the MileagePlus program rules.

## How you can use your miles

- To use your miles, go to [mileageplus.com](http://mileageplus.com) or call MileagePlus directly at 1-800-421-4655.

## How you could be prohibited from earning or having miles transferred

- We may temporarily prohibit you from earning miles and we may not transfer miles 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 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 miles again and any miles 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 miles

- **You'll immediately lose all miles that haven'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 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:

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- 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 miles earned to United, as long as you don't lose them for any of the reasons described in this agreement.
- We won't reinstate miles you lose, unless we've made an error.

### Other important information you should know

- Miles aren't your property and have no cash value. Additionally, miles 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, MileagePlus 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, MileagePlus 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, MileagePlus 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.