

Rewards Program Agreement Updates.

As of 8/15/2017, we've updated this agreement to include reference to and information about the Starwood Preferred Guest program, and the participating SPG locations where you can earn using the card account for purchases as described in the *How you can earn points* section. This version of the agreement takes the place of any earlier versions.

Marriott Rewards® Premier Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your Marriott Rewards® Premier business credit card account is issued solely by Chase Bank USA, N.A. This Marriott Rewards Premier business card rewards program is offered through Marriott Rewards and Chase. This document describes how the Marriott 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 Marriott 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
 - › “Marriott Rewards” means the Marriott Rewards and The Ritz-Carlton Rewards frequent traveler programs operated by Marriott Rewards, LLC. and governed by the Marriott Rewards Program Terms and Conditions, available at marriottrewards.com and ritzcarltonrewards.com
 - › “participating Marriott and The Ritz-Carlton locations” means all Marriott and The Ritz-Carlton branded hotels which participate in Marriott Rewards
 - › “Starwood Preferred Guest”, “Starwood”, or “SPG” means the Starwood Preferred Guest® program operated by Preferred Guest, Inc., Starwood Hotels & Resorts Worldwide, LLC (a subsidiary of Marriott International, Inc.) and their affiliates and governed by the SPG Program Terms and Conditions, available at spg.com
 - › “participating SPG locations” means all Starwood-branded Hotels which participate in Starwood Preferred Guest, including participating: Four Points Hotels, Sheraton Hotels, Aloft Hotels, W Hotels, Le Meridien Hotels, Luxury Collection Hotels, Element Hotels, Westin Hotels, St. Regis Hotels, Tribute Portfolio Hotels and Design Hotels.
 - › “points” are the rewards you earn under this program
 - › “purchases” is defined in the section of this agreement titled *How you can earn points*
- 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 in this program

- Chase may temporarily prohibit you from earning points, using points you've already earned that haven't been transferred to Marriott Rewards, 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.
- Points earned in this program are automatically transferred to Marriott Rewards after the end of each billing cycle. Marriott Rewards may change the terms and conditions of the Marriott Rewards program in accordance with its rules, which may affect your participation in this program. You'll lose all points earned if there isn't card earning activity or other Marriott Rewards qualifying earning or redemption activity every 24 months. For details on this points expiration policy, visit www.marriott.com/marriott-rewards/terms/expiration.mi
- 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 points in this program
 - › if we limit the number of points 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 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/marriott.

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

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- **You'll earn:**
 - **5 points** for each \$1 spent on qualifying purchases made at participating Marriott® and The Ritz-Carlton locations, and participating SPG locations. Go to marriottrewards.com, ritzcarltonrewards.com, or spg.com, as applicable, for a list of participating locations. You may see "5X" in marketing materials to refer to the 5 points you earn for each \$1 spent at participating Marriott, The Ritz-Carlton, and SPG locations. You will only receive the accelerated earn of 5 points for each \$1 spent from this credit card program. You will not receive additional points under the Marriott Rewards program for stays at participating SPG locations.
 - **2 points** for each \$1 spent in the following rewards categories: restaurants; airline tickets purchased directly from the airline; car rental agencies; office supply stores; internet, cable, and phone services. You may see "2X" in marketing materials to refer to the 2 points you earn for each \$1 spent in these categories.
 - **1 point** for each \$1 spent on all other purchases. You may see "1X" in marketing materials to refer to the 1 point you earn for each \$1 spent on all other purchases.
- **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.
- This agreement governs the receipt of points in connection with the use of your account and is in addition to the Marriott Rewards and SPG program terms and conditions that govern your participation in the Marriott Rewards program. The Marriott Rewards program terms and conditions are available online at marriottrewards.com and ritzcarltonrewards.com. The SPG program terms and conditions are available online at spg.com. Information in this agreement that relates to the Marriott Rewards program isn't complete or comprehensive and doesn't include all of the information that you should know about the Marriott Rewards program.
- Terms and conditions of the Marriott Rewards and SPG programs may be modified and services and benefits may be added or deleted at any time without notice, which may affect your participation in this program.
- If your membership in the Marriott Rewards program is terminated for any reason by you or Marriott Rewards, you'll no longer be eligible to use the points you've earned in this program.
- Chase's sole obligation concerning the award and redemption of points is to make a valid request to Marriott Rewards to award points to your associated Marriott Rewards account. Chase disclaims liability or responsibility for Marriott Rewards' failure to award or redeem points to your associated Marriott Rewards account after Chase has met its obligations to Marriott Rewards in connection with such a request.
- The points transferred to your Marriott Rewards account won't expire as long as there is card earning activity or other qualifying earning or redemption activity every 24 months. If your card account is closed, you'll lose the points in your Marriott Rewards account if you don't have any other qualifying earning or redemption activity every 24 months. For details on this points expiration policy, visit www.marriott.com/marriott-rewards/terms/expiration.mi
- Associates of Marriott International, Inc. and its subsidiaries will only receive the accelerated earn of 5 points for each \$1 spent at participating Marriott, The Ritz-Carlton and SPG locations from this credit card program. Associates of Marriott International, Inc. and its subsidiaries will not receive additional points under the Marriott Rewards Program for stays at participating Marriott, The Ritz-Carlton and SPG® locations.
- You can transfer a maximum of 50,000 Marriott Rewards points annually from your Marriott Rewards account to the Marriott Rewards or The Ritz-Carlton Rewards account of friends or family members. See www.marriott.com/marriott-rewards/use/buy-donate.mi for details on transferring points to friends or family.

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 to Marriott Rewards

- 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 points balance and may result in a negative points balance.
- You'll see points you've earned from card purchases on chase.com and on your monthly card billing statement.
- Points earned during a billing cycle will be automatically transferred to Marriott Rewards after the end of each billing cycle.

How you can use your points

- To use your points, go to MarriottRewards.com or call Customer Support at 1-800-321-7396.

How you could be prohibited from earning or having points transferred

- We may temporarily prohibit you from earning points and we may not transfer points you've already earned to Marriott Rewards:
 - 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

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- You can begin earning points again, and any points that we've held will be transferred to Marriott Rewards 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 that haven't been transferred to Marriott Rewards 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:
 - 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 earned to Marriott Rewards, as long as you don't lose them for any of the reasons described in this agreement.
- 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. Additionally, points that haven't been transferred to Marriott Rewards 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, Marriott Rewards 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, Marriott Rewards 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, Marriott Rewards 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.
- 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.