

Chase Freedom[®] with Ultimate RewardsSM Program Agreement (Rewards Program Rules and Regulations)

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. 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
 - › “authorized user” means anyone you permit to use the account
 - › “Cash Back rewards” are the rewards you earn under the program. Cash Back rewards are tracked as points and each \$1 in Cash Back rewards earned is equal to 100 points. You may simply see “Cash Back” in marketing materials when referring to the rewards you earn
- 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 how 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 at 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 at 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. 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
 - › overdraft advances
 - › interest
 - › unauthorized or fraudulent charges
 - › fees of any kind, including an annual fee, if applicable
- **You’ll earn:**
 - › **1% Cash Back** rewards for each \$1 spent. This equates to \$0.01 in Cash Back rewards, which is equal to 1 point, for each \$1 spent.
 - For example, if you spend \$100, you will earn \$1 in Cash Back rewards, which is equal to 100 points.
 - › **2% Cash Back** rewards total for each \$1 spent to book travel through the program until December 31, 2015 (1% additional Cash Back rewards on top of the 1% Cash Back rewards earned on each purchase). This equates to \$0.02 in total Cash Back rewards, which is equal to 2 points, for each \$1 spent.
 - For example, if you spend \$100 booking travel through the program, you will earn \$2 in Cash Back rewards (\$1 in Cash Back rewards for the base 1% earned on all purchases, plus an additional \$1 in Cash Back rewards because you booked through the program). \$2 in Cash Back rewards is equal to 200 points.
 - › **5% Cash Back** rewards total for each \$1 spent until \$1,500 is spent on combined purchases in the quarterly bonus categories each quarter that you activate the bonus (4% additional Cash Back rewards on top of the 1% Cash Back rewards earned on each purchase). This equates to \$0.05 in total Cash Back rewards, which is equal to 5 points, for each \$1 spent, until you reach the \$1500 limit.
 - For example, if you spend \$100 during the first quarter in combined purchases in the bonus categories, you will earn \$5 in Cash Back rewards (\$1 in Cash Back rewards for the base 1% earned on all purchases, plus an additional \$4 in Cash Back rewards because your purchases were in the bonus categories). \$5 in Cash Back rewards is equal to 500 points.
 - **You must activate your 5% Cash Back bonus each quarter by the activation deadline.**
 - 5% Cash Back quarterly bonus categories may include individual select merchants in addition to bonus rewards categories.

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- After \$1,500 is spent on combined purchases in the quarterly bonus categories each quarter, you go back to earning 1% Cash Back rewards for every dollar you spend, with no maximum.
- For more information on 5% Cash Back quarterly bonus offers, please visit chase.com/freedom and select the Chase Freedom FAQs link at the bottom of the page.
- › **10% Annual Checking Bonus for Cardmembers with Chase Freedom Card Accounts Opened before 2015:** After your billing cycle with a December 2014 closing date, and again after your billing cycle with a December 2015 closing date, you'll earn a 10% bonus on all new points earned with your Chase Freedom card during the previous 12 billing cycles. To get the 10% bonus you must, at the time we calculate the bonus after your December closing dates:
 - be the sole or joint owner of an open Chase checking account;
 - have an open Chase Freedom account; and
 - not be prohibited from earning or using points.
- › Your Bonus points will appear on your January or February 2015 and/or 2016 billing statements. You will not earn the 10% Bonus on new account bonus points, previous 10% Bonus points awarded, or points transferred into your account.
- **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.

Ways to earn bonus points

- We may offer you ways to earn bonus points through the program, such as Shop through ChaseSM 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 four (4) points earned in the 5% Cash Back quarterly bonus categories separately from the 1 point earned on all purchases.
- 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, 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.
- When you use points to redeem for cash, gift cards, and travel, 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.
- 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 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 balance but you are still required to make at least your minimum payment.
- You need at least 2,000 points to use them for cash.

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.

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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.
- 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.

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 account information and agreeing to additional terms of use.

- › 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.
- › 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.
- 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.

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, your spouse or domestic partner, as applicable.
- 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.

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 sole 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 lose all your points if:**
 - › you voluntarily close your account before you've used your points
 - › we close your account for any of the following reasons:
 - you don't make the minimum payment on your account

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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
- you die or become incapacitated
- 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 sole purpose of generating rewards
- If we close your account for any other reason, you'll have at least 30 days from the date we close your account to use your points. 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. If you don't use your points during that time you'll lose them.
- 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. 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.
- The program is void where prohibited by federal, state, or local law.
- This agreement and use of the program will be 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.
- 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 the 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.