

CARDMEMBER AGREEMENT RATES AND FEES TABLE

| INTEREST RATES AND INTEREST CHARGES | |
|---|---|
| Purchase Annual Percentage Rate (APR) | 23.24% . This APR will vary with the market based on the Prime Rate. ^a |
| Cash Advance APR | 26.24% . This APR will vary with the market based on the Prime Rate. ^b |
| Penalty APR and When It Applies | Up to 29.99% . This APR will vary with the market based on the Prime Rate. ^c The Penalty APR may be applicable to your Account if you: <ul style="list-style-type: none"> • fail to make any Minimum Payment by the date and time due (late payment); • exceed your credit limit; or • make a payment to us that is returned unpaid. How Long Will the Penalty APR Apply: If your APRs are increased for any of these reasons, the Penalty APR may apply indefinitely. |
| Paying Interest | Your due date will be a minimum of 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date. |
| Minimum Interest Charge | None |
| Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore . |

| FEES | |
|------------------------------|---|
| Annual Membership Fee | None |
| Transaction Fees | |
| Cash Advances | ATM cash advances: Either \$10 or 5% of the amount of each transaction, whichever is greater. All other cash advances: Not available. |
| Penalty Fees | |
| Late Payment | Up to \$15 if the balance is less than \$100; up to \$25 if the balance is \$100 to less than \$250; up to \$35 if the balance is \$250 or more. |
| Over-the-Credit-Limit | None |
| Return Payment | Up to \$35 . |

How We Will Calculate Your Balance: We use the daily balance method (including new transactions). See Interest Charges section in this Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Your Billing Rights section for full details.

Penalty Fees: A single violation of each type will not exceed \$25. However, if another violation of the same type occurs within six monthly billing periods we will charge up to the maximum fee in the table above. The Late Payment and Return Payment fees will not exceed the related minimum payment that was due.

Minimum Payment: We will calculate the minimum payment as the larger of: 1) \$25 (or total amount you owe if less than \$25); or 2) the sum of 1% of the new balance, the periodic interest charges, and late fees we have billed you on the statement for which your minimum payment is calculated.

Prime Rate: Variable APRs are based on the 3.25% Prime Rate as of December 31, 2014.

^aWe add 19.99% to the Prime Rate to determine the Purchase APR (daily periodic rate currently 0.06368%).

^bWe add 22.99% to the Prime Rate to determine the Cash Advance APR (daily periodic rate currently 0.07189%).

^cWe add up to 26.99% to the Prime Rate to determine the Penalty APR. Maximum APR 29.99% (daily periodic rate 0.08217%).

WELCOME TO CHASE 

YOUR CARDMEMBER AGREEMENT

WELCOME TO YOUR ACCOUNT.

Review and save the following important information about your account. This document together with the Rates and Fees Table is an agreement between you, the cardmember, and Chase Bank USA, N.A., a subsidiary of JPMorgan Chase & Co. If you have any questions, please call us using the number on the back of your card. Chase has agreed to lend you money as described in this agreement, and you agree to pay us back together with interest charges and fees. Your use of the account or any payment on the account indicates your acceptance of the terms of this agreement. If any fee in the Rates and Fees Table is marked none, the section of this agreement that relates to that fee does not apply.

GETTING STARTED: YOUR ACCOUNT

Get acquainted with your account by reviewing the important terms below.

| IMPORTANT TERM | WHAT IT MEANS TO YOU | OUR RESPONSIBILITY |
|------------------------------|--|--|
| Credit Limit | You are responsible for the total balance at all times, even if your balance exceeds your credit limit. | We will post your current credit limit on your monthly billing statement, and may cancel, change or restrict it or your credit availability at any time. We are not obligated to allow your account to go over its credit limit. |
| Authorized Users | You are responsible for any use of your account by an authorized user or anyone else that you permit to use your account. You must notify us if you want them to stop using your account. You also are responsible for getting any cards, checks or other means of accessing your account from the authorized user. | If you request, we may issue cards that access your account to your authorized users. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number. |
| Annual Membership Fee | If your account has an annual fee, you are responsible for it every year your account is open or until your account is closed and paid in full. Your monthly billing statement will tell you how to cancel your account and avoid future annual fees. | If your account has an annual fee, we will add your annual fee to your monthly billing statements either once a year or in installments, whether or not you use your account. |
| Amendments | We may change the terms of this agreement including APRs and fees from time to time. We may also add new terms or delete terms. APRs or other terms may also change without amendment, for example when the Prime Rate changes or the penalty APR becomes applicable. See the Variable Rate and Penalty APR sections for details. | Our ability to make changes to this agreement is limited by applicable law. |

IMPORTANT DEFINITIONS

| TERM | WHAT IT MEANS |
|-------------------------|--|
| Payment Due Date | Payments are due on the payment due date shown on your monthly statement. The monthly statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after the required time will be credited on the next business day. |
| Variable Rate | We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of <i>The Wall Street Journal</i> two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If <i>The Wall Street Journal</i> stops publishing the Prime Rate, we will select a similar reference rate. |
| Default | Your account will be in default if: 1) You do not pay at least the minimum payment when due; 2) You exceed your credit limit; 3) You fail to comply with this or other agreements with us or one of our related banks; or 4) We believe you may be unwilling or unable to pay your debts on time; you file for bankruptcy; or you become incapacitated or die. If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement. |

USING YOUR CARD

You can use your account in the following ways. Your account is to be used only for personal, family or household purposes. You cannot use your account for illegal purposes, such as Internet gambling and writing checks against uncollected funds.

| TRANSACTIONS | WHAT IT MEANS TO YOU | OUR RESPONSIBILITY |
|---|---|--|
| Purchases | You may use your account to buy goods and services at locations that accept the card. | We authorize charges to your account in accordance with the terms of this agreement. |
| Cash Advances | You may obtain cash from automatic teller machines, if you have been granted cash advance privileges. | We will assess a fee for these transactions. Please see the Rates and Fees Table for the amount of this fee. |
| Automatic Charges | You may set up scheduled and repeat transactions to your account. If your account is closed or suspended, or your account number changes, you will need to contact any persons that you are paying by automatic transactions. | We are not responsible for scheduled and repeat transactions if your account is closed, suspended or the account number changes. |
| Promotions | You may receive special offers related to your account. | Any special offer is subject to this agreement, unless explained otherwise. |
| Authorization of Transactions / Closing Your Account | We are not obligated to honor every transaction, and we may close or suspend your account. Sometimes we close accounts based not on your actions or inactions, but on our business needs. | We may decline transactions for any reason, including: operational matters, the account is in default, or suspected fraudulent or unlawful activity. We are not responsible for any losses associated with a declined transaction. |

PAYING US BACK

You will receive a billing statement, if one is required, each month. It will show your minimum required payment. After you make a payment, it may take up to 15 days to restore available credit on your account.

| IMPORTANT INFORMATION | WHAT IT MEANS TO YOU | OUR RESPONSIBILITY |
|-----------------------|----------------------|--------------------|
|-----------------------|----------------------|--------------------|

| | | |
|--|---|--|
| Payment Instructions | <p>You must follow the payment instructions on your billing statement. You can pay us by: check, money order, or electronic payment drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to collect any payment check either electronically or by draft. Payments marked "paid in full" must be sent to the Conditional Payments address shown on your billing statement. See your billing statement for complete payment instructions.</p> | <p>As long as you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment as of the same day it is received. We may accept and process any payments marked as "paid in full" without losing our rights.</p> |
| Minimum Payment | <p>You agree to pay at least the minimum payment when due. You also agree to pay overlimit amounts when billed to your monthly statements or sooner if we ask. Minimum payments may include specific fixed payments that are part of special promotions. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.</p> | <p>We will calculate your minimum payment based on the method described below the Rates and Fees Table. The minimum payment will appear on your monthly statement and includes any past due amounts.</p> |
| Interest-Free Period / Interest Charges | <p>If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period.</p> | <p>Subject to any interest-free period for new purchases, we will begin charging interest from the date new transactions appear on your account until paid in full. For more details about how we calculate your interest charges, please see the Interest Charges section of this agreement.</p> |
| Payment Allocation | <p>You may want to consider making more than your required minimum payment. When you do, the excess generally goes toward paying off your highest APR balance first, then other balances in order of descending APRs. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.</p> | <p>For the portion of any payment less than or equal to the required minimum payment and for any credits, we will apply that amount to your balance in any way we choose.</p> |
| Credit Balances | <p>You may request a refund of any credit balance.</p> | <p>If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your account for 6 months and the amount is \$1 or more, we will automatically refund it to you. If your credit balance is less than \$1, it will be removed from your account but we will send the credit balance to you if you ask us to do so.</p> |

“HOW TO AVOID...”

Certain transactions and situations may cause your account to receive a fee or have another impact on your account. The information below explains how you can avoid these outcomes. Amounts of these fees are listed in the Rates and Fees Table. The Rates and Fees Table indicates amounts “up to” certain limits for penalty fees because applicable law may restrict our ability to impose the full amount of the penalty fee in some circumstances. See the “Penalty Fees” provision below the Rates and Fees Table for additional detail reflecting limitations imposed under applicable law. Special services you request may incur additional service fees; be sure to carefully review the details of any additional services to understand the terms.

| “HOW TO AVOID...” | WHAT TO DO | WHAT IT MEANS |
|----------------------------------|--|---|
| Late Fee | Ensure Chase receives at least the minimum payment shown on your billing statement when due. | If any payment is late, we may charge you a late fee. If the fee is based on a balance, we calculate the fee using the total balance at the end of the day the fee is charged. |
| Over-the-Credit-Limit Fee | Ensure your total balance stays below your credit limit. | If you agree to allow us to charge overlimit fees, we may charge such a fee when your account balance goes over limit. We may charge this fee even though your balance is over limit because of a transaction we allowed. You may withdraw your consent to our charging overlimit fees at any time. |
| Return Payment Fee | Do not submit a payment that could be returned unpaid. | We may charge this fee if the payment you offer to us is not honored, is returned unpaid, or cannot be processed. |
| Penalty APR | Do not: <ul style="list-style-type: none"> • Fail to make any minimum payment by the date and time due (late payment); • Exceed your credit limit; or • Make a payment to us that is returned unpaid. | We can impose a penalty APR, which is higher than the rate you would otherwise pay, for any of these reasons. If we impose a penalty APR, it may apply indefinitely to future transactions. If we do not receive any minimum payment within 60 days of the date and time due, the penalty APR will apply to all outstanding balances, as well as to future transactions. However, in connection with a payment default of 60 or more days, the penalty APR will stop being applied to transactions that occurred prior to or within 14 days after we provided notice about the increase to the penalty APR if we receive six consecutive minimum payments when due beginning immediately after the increase to the penalty APR. |
| Collections | Do not default. | If you are in default, we may take the actions described above in the Default section under Important Definitions above. |

“WHAT HAPPENS IF...?”

Review this section for common situations or questions that might require action from you or Chase.

| “WHAT HAPPENS IF...?” | ACTION | WHAT IT MEANS |
|---|---|--|
| ... I think I found a mistake on my statement? | We will investigate | Write to us or contact us on our Website within 60 days after the suspected error appears on your billing statement. We will investigate and contact you with our findings. Please see the Your Billing Rights section below for more details. |
| ... I'm dissatisfied with a credit card purchase? | We will research the problem | First, attempt to resolve the problem with the merchant. Then write to us or contact us on our Website about the purchase. We will research the problem and contact you with our findings. Please see the Your Billing Rights section below for more details. |
| ... my card is lost or stolen? | Contact us immediately and stop using your account | If your card is lost or stolen, or you think someone used your account without permission, tell us immediately by calling the Cardmember Services number on your card or billing statement. We need your help to find out what happened and correct the problem. |
| ... my account is closed or suspended? | You remain responsible for your balance | Even if your account is closed or suspended, you must still repay all amounts you owe under the account. |

ABOUT OUR RELATIONSHIP

Maintaining a positive relationship with you is very important to us. Please review these terms to understand more about your account.

| IMPORTANT INFORMATION | WHAT IT MEANS |
|-----------------------------|---|
| Communications | We may send cards, statements and other communications to you at any mailing or email address in our records. If more than one person is responsible for this account, we can provide billing statements and communications to one of you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; collecting on your account; and providing you information about products and services. Notify us immediately of any changes to your contact information using the Cardmember Services address or phone number shown on your billing statement. |
| Telephone Monitoring | We may listen to and record your telephone calls with us. |
| Credit Information | We may obtain and review your credit history from credit reporting agencies and others. We may also provide information about you and your account to credit reporting agencies and others. We may provide information to credit reporting agencies about this account in the name of an authorized user. If you think we provided incorrect information, write to us and we will investigate. |
| Enforcement | 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 terms of this agreement are found to be unenforceable, we may still enforce the other terms. |
| Governing Law | This agreement and your account will be governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this account. |
| Assignment | We may assign your account, balances you owe, or any of our rights and obligations under this agreement. The third party is then entitled to any of our rights that we assign to them. |
| NJ Residents | All provisions of this agreement are valid, enforceable and applicable in New Jersey. |

PROMOTIONAL FINANCING

If you have been offered promotional financing on a purchase at a business establishment where your card is accepted (“Promotional Purchase”), one of the following paragraphs will apply to your Promotional Purchase, as applicable. Please see your statement for the amount of any payments due, any applicable deferred interest charges and the Promotional Purchase expiration date. Promotional Financing terms will end if we do not receive any minimum payment within 60 days of the date and time due.

| TYPE OF PROMOTIONAL FINANCING | HOW IT WORKS |
|---|--|
| Deferred Interest Promotion (with Payments). | If you accept this type of promotional financing, which may be marketed as “no interest” or “same as cash” financing, periodic interest will be charged to your account from the purchase date at the APR for purchases or such other promotional APR disclosed on the purchase receipt or other disclosure document if: (1) the balance of your Promotional Purchase is not paid in full within the promotional period disclosed on the purchase receipt or other disclosure document provided to you at the time of the purchase or (2) we do not receive any minimum payment within 60 days of the date and time due. We will generally allocate your payments as described in the Paying Us Back section of this agreement; however, all payments made above your minimum payment during the last two billing cycles immediately preceding expiration of the promotional period will be allocated to your Promotional Purchase balance to allow you to pay it in full within the promotional period. After the expiration date, any Promotional Purchase balance that remains and all accrued periodic interest charges will become part of your purchase balance and bear interest at the APR for purchases unless the penalty APR is applicable. |
| Fixed Payments | If you accept this type of promotional financing, you will be required to pay for your Promotional Purchase by making a specific fixed payment each month in the estimated amount and for the number of months indicated on the purchase receipt or other disclosure document provided to you at the time of the purchase. Your actual specific fixed payment amount will be disclosed on your statement and will be part of your minimum payment. The last payment due on your Promotional Purchase may vary in amount and will generally be smaller. Each specific fixed payment includes a portion of the periodic interest charges calculated at the promotional APR disclosed on the purchase receipt or other disclosure document. After the expiration date, any Promotional Purchase balance that remains will become part of your purchase balance and bear interest at the APR for purchases unless the penalty APR is applicable. |
| Qualified Promotional Transaction (with Required Payments) | If you accept this type of promotional financing, your Promotional Purchase will not accrue periodic interest charges during the promotional period disclosed to you on the purchase receipt or other disclosure document provided to you at the time of the purchase. After the expiration date, any Promotional Purchase balance that remains will become part of your purchase balance and bear interest at the APR for purchases unless the penalty APR is applicable. |

Daily Interest Rates and Annual Percentage Rates may be found on the Rates and Fees Table.

Periodic Interest Charge Calculation—Daily balance method (Including new transactions):

We calculate a daily balance for each type of transaction and use the daily balances to determine your interest charges.

We figure the “daily balance” for each transaction type as follows:

- We take the beginning balance for each day and add
 - any interest charge from the prior day (known as compounding of interest) and
 - any new transactions or other debits (including transaction fees, other fees and unpaid interest charges).
- We subtract payments or credits, and treat any net credit balance as a zero balance.
- The result is the daily balance for each type of transaction.

We figure the interest charges on your account as follows:

- To get the daily interest rate for each type of transaction we divide the APR by 365. We may combine different transaction types that have the same daily interest rates.
- We multiply the daily interest rate by the daily balance for each transaction type for each day in the billing cycle.
- We add together the interest charges for each day in the billing cycle for each transaction type.
- If any interest charge is due, we will charge you at least the minimum interest charge shown on the Rates and Fees Table.

We add transactions and fees to your daily balance no earlier than:

- For new purchases or cash advances – the date of the transaction.
- Fees – either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose.

The Balances Subject to Interest Rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing cycle. We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, interest charges and related amounts.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, contact us *in writing* at the Customer Service address *or electronically* at the website address as shown on your billing statement. In your communication, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing or electronically*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Written or Electronic Communication

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

(continued on next page)

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must contact us in writing or electronically within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Customer Service address or electronically at the website address shown on your billing statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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