CARDMEMBER AGREEMENT RATES AND FEES TABLE

INTEREST RATES AND INTEREST CHARGES	
Purchase Annual Percentage Rate (APR)	**13.24%** to **14.24%**. This APR will vary with the market based on the Prime Rate.[a] **0%** Promo APR[b] for the first six billing cycles following the purchase date for each qualifying Disney vacation package purchase, provided your account is not past due on the purchase date.[e] After that, **13.24%** to **14.24%**. This APR will vary with the market based on the Prime Rate.[a]
Balance Transfer APR	**13.24%** to **14.24%**. This APR will vary with the market based on the Prime Rate.[a] Introductory APRs with varying durations may be available on some accounts.
Cash Advance APR	**19.24%**. This APR will vary with the market based on the Prime Rate.[c]
Overdraft Advance APR	**19.24%**. This APR will vary with the market based on the Prime Rate.[c]
Penalty APR and When It Applies	**24.24%**. This APR will vary with the market based on the Prime Rate.[d] The Penalty APR will be applicable to your Account if you: • fail to make any Minimum Payment by the date and time due (late payment); • make a payment to us that is returned unpaid; or • do any of the above or exceed your credit limit on another account or loan you have with us or any of our related banks. **How Long Will the Penalty APR Apply:** If your APRs are increased for any of these reasons, the Penalty APR will 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 periodic interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers, cash advances, and overdraft 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	**$49**
Transaction Fees	
Balance Transfers	Either **$5** or **3%** of the amount of each transfer, whichever is greater.
Cash Advances	Either **$10** or **3%** of the amount of each transaction, whichever is greater.
Foreign Transactions	**3%** of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to **$15** if the balance is $250 or less; up to **$35** if the balance is over $250.
Return Payment	Up to **$29**.
Return Check	Up to **$29**.

Loss of Intro APR: We will end your introductory APR if any required Minimum Payment is 60 days late, and apply the Penalty APR.

How We Will Calculate Your Balance: We use the daily balance method (including new transactions). See Interest Charges section 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. The Return Check fee will not exceed the related return access check amount.

Minimum Payment: We will calculate the minimum payment as the largest of: 1) $10 (or total amount you owe if less than $10); or 2) 2% of the new balance; or 3) 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 September 30, 2012.

[a] We add 9.99% to 10.99% to the Prime Rate to determine the Purchase/Balance Transfer APR (daily periodic rate currently 0.03628% to 0.03902%).

[b] The daily periodic rate for your Promo APR is 0%.

[c] We add 15.99% to the Prime Rate to determine the Cash/Overdraft Advance APR (daily periodic rate currently 0.05272%).

[d] We add 20.99% to the Prime Rate to determine the Penalty APR (daily periodic rate currently 0.06642%). Maximum APR 27.99% (daily periodic rate currently 0.07669%).

[e] For further details, please see the Promotional Financing section of this Agreement.

WELCOME TO CHASE

YOUR CARDMEMBER AGREEMENT

CHASE

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 Access Line	We may also refer to this as a revolving credit amount. Your credit access line is the maximum amount upon which you may defer payment. You are responsible for balances on your account including amounts charged in excess of your credit access line.	We will assign a credit access line to your account, and post it on your monthly billing statement. We may cancel, change or restrict your credit availability at any time. Each transaction is considered for approval on an individual basis, including those above the credit access line. We may not approve all transactions.
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
Cash-like Transactions	The following transactions will be treated as cash advances: purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service.
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 *The Wall Street Journal* 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 *The Wall Street Journal* 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 fail to comply with this or other agreements with us or one of our related banks; or 3) 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. 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.	We authorize charges to your account in accordance with the terms of this agreement.
Balance Transfers	You can transfer balances to your account by using balance transfer checks, visiting our website or calling us.	We permit balance transfers from most non-Chase accounts. We do not permit balance transfers from other accounts or loans with us or any of our related banks.
Cash Advances	You may obtain cash from automatic teller machines, at banks or by using cash advance checks. Balance transfer checks or promotional checks made payable to cash or yourself will be treated as cash advances.	We treat certain other transactions as cash advances. See the Cash-like Transactions section under Important Definitions above.
Checks	For your protection, balance transfer and cash advance checks must be signed by the person whose name is printed on the checks.	We may provide balance transfer checks and cash advance checks for your use; we have the right not to pay a check for any reason.
Overdraft Advances	You may set up this account to cover overdrafts on your checking account.	We allow Chase credit card accounts to be linked to a checking account with one of our related banks. The terms of this agreement and your checking account agreement will apply.
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.

Foreign Transaction Fee and Exchange Rate	There is a fee, unless "None" is stated in the Rates and Fees Table, for transactions that take place outside of the United States, even if the currency used is U.S. Dollars. Our fee is calculated on the U.S. Dollar amount of the transaction. Please see the Rates and Fees Table for the amount of this fee, if any.	If a transaction is in a foreign currency, Visa International or MasterCard International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa or MasterCard may differ from the rate on the date of your transaction.
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	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.	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.
Minimum Payment	You agree to pay at least the minimum payment when due. You also agree to pay amounts in excess of your credit access line 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.	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 may include any past due amounts and any amounts in excess of your credit access line.
Interest-Free Period / Interest Charges	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.	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.

Payment Allocation	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.	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.
Credit Balances	You may request a refund of credit balances at any time.	If you don't request a refund, we will apply credit balances to new transactions unless a refund is required by law.

"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.
Return Check Fee	Do not stop payment on cash advance and balance transfer checks, and do not default.	We may charge a return check fee if we stop payment on a cash advance check or balance transfer check at your request, or we refuse to pay a cash advance check or balance transfer check for any reason, including because your account is in default.
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: • Fail to make any minimum payment by the date and time due (late payment); • Make a payment to us that is returned unpaid; or • Do any of the above or exceed your credit limit on another account or loan you have with us or any of our related banks.	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 will 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.
...I want to transfer a balance or make a cash advance?	**Balance transfer or cash advance transaction fees apply**	You will incur a transaction fee for these transactions. See the Rates and Fees Table for the amount of this fee.

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. To service and manage any of your account(s), we, our representatives, JPMorgan Chase Bank, N.A. representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. This may include calls or text messages to mobile, cellular, or similar devices, and calls or text messages using automatic telephone dialing systems and/or prerecorded messages. 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

Qualifications for 0% APR on select Disney vacation packages and purchases of a real estate interest in a *Disney Vacation Club*® Resort:

Provided that no payment on your account is past due at the time of purchase, if you purchase a *Walt Disney World*® Resort package, a *Disneyland*® Resort package, an *Adventures by Disney* (ABD) package, an Aulani, a Disney Resort & Spa, Ko Olina, Hawai'i vacation package, or *Disney Cruise Line*® package ("Disney vacation packages"), or you purchase a real estate interest in a *Disney Vacation Club*® Resort, the promotional rate stated in the Rates and Fees Table will apply. After the promotional period, the applicable APR for purchases will take effect on any remaining Disney vacation package and/or *Disney Vacation Club* balance. This 0% APR does not apply to Disney vacation packages and *Disney Vacation Club* real estate interests purchased using any checks that access your account.

This rate applies to select Disney vacation packages and *Disney Vacation Club* real estate interests of $101 up to a maximum of $10,000 per transaction charged to your Disney's Visa® Card. Disney vacation packages must be purchased prior to arrival and booked by you or your travel agent through Walt Disney Travel Company or *Disney Cruise Line*®. *Walt Disney World*® packages are defined as packages that include a minimum 1-night accommodation at a *Walt Disney World*® Resort Hotel and a *Magic Your Way* Base ticket which provides admission to all *Walt Disney World*® Theme Parks, Water Parks and more throughout your package stay. *Disneyland*® Resort packages are defined as packages that include a minimum 2-night accommodation at a *Disneyland*® Resort Hotel or other eligible hotel booked through Walt Disney Travel Company and a minimum 3-day *Park Hopper*® ticket that provides admission to *Disneyland*® Park and *Disney California Adventure*™ Park. All *Disney Cruise Line*® packages, *Adventures by Disney* packages and Aulani, a Disney Resort & Spa, Ko Olina, Hawai'i packages qualify. In all cases, accommodations and eligible Theme Park tickets must be booked during one interaction, and all package components must be charged to your Disney's Visa® Card before check-in. *Disney Vacation Club* purchases are defined as the purchase of a real estate interest in a *Disney Vacation Club* Resort.

INTEREST CHARGES

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

Periodic Interest Charge Calculation—Daily balance method (Including current 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, balance transfers, overdraft advances or cash advances – the date of the transaction.
- For new cash advance checks or balance transfer checks – the date the payee deposits the check.
- 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 access line.

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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