

United Club Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your United ClubSM business credit card account is issued solely by JPMorgan Chase Bank, N.A. Member FDIC. This United Club business card rewards program is offered through MileagePlus[®] and Chase. This document describes how the United Club business card rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
 - › “agreement” means this document
 - › “program” means this United Club 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
 - › “company” means the business entity that applied for the account and benefits from the purchases made with the card.
 - › “we,” “us,” “our,” and “Chase” mean JPMorgan Chase Bank, N.A. Member FDIC and its affiliates
 - › “you” and “your” mean the party or parties responsible for the account and for complying with this agreement
 - › “authorized user” means anyone you permit to use the account, such as employees
 - › “MileagePlus” or “United” means MileagePlus Holdings, LLC, or United Airlines, Inc., and their affiliates. The MileagePlus program is governed by the MileagePlus program rules, available at United.com/mileageplus
 - › “miles” are the rewards you earn under this program
 - › “PQP” means Premier[®] qualifying points earned under the MileagePlus program that can be used to help earn Premier status. Please visit united.com for more details.
 - › “purchases” is defined in the section of this agreement titled *How you can earn miles*
 - › “misuse” means the improper use of the program, card, or account in a manner inconsistent with the terms and conditions you’ve agreed to, including this Rewards Program Agreement, the cardmember agreement, or the terms and conditions of a third-party merchant, service provider program or loyalty program, through which miles may be used or transferred under this program.
 - Examples of misuse include, but are not limited to:
 - your failure to make the minimum payment on your account when due;
 - repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards;
 - manufacturing spend for the purpose of generating rewards.
- Chase may make changes to this program and the terms of

this agreement at any time. For some changes we’ll give you 30 days’ notice (or longer if required by law) as described in the *Notice of changes* section below.

- Chase may temporarily prohibit you from earning miles, using miles you’ve already earned that haven’t been transferred to United, or using any features of this program.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Miles earned in this program are automatically transferred to United after the end of each billing cycle. United may change the MileagePlus program, including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus program at any time and without notice.
- Chase may refer to this agreement as the “Rewards Program Agreement” or “Rewards Program Rules and Regulations” in communications about this program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- Chase will give you 30 days’ notice (or longer if required by law) of the following types of changes to this program or this agreement:
 - › if we add or increase fees applicable to this program
 - › if we decrease the rate at which you earn miles in this program
 - › if we limit the number of miles you can earn in this program
 - › if we limit or reduce the ways you can use miles 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 in the mail or 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/united.
- United is solely responsible for MileagePlus and the provision of notices in accordance with the MileagePlus program rules which can be found at United.com/mileageplus.

How you can earn miles

- You’ll earn miles on purchases of products and services, minus returns or refunds (collectively, the “purchases”), made with a card by you or an authorized user of the account. Buying products and services with your card, in most cases, will count as a purchase; however, the following types of transactions won’t count and won’t earn miles:
 - › balance transfers
 - › cash advances or cash-like transactions
 - › travelers checks, foreign currency, money orders or wire transfers
 - › lottery tickets, casino gaming chips, race track wagers

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- 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

• You'll earn:

- › **1.5 miles** for each \$1 spent.
- › **2 miles** total for each \$1 spent (.5 additional miles on top of the 1.5 miles per \$1 earned on each purchase) on airline tickets purchased from United, and on the following purchases made from United: seat upgrades; Economy Plus[®]; inflight food, beverages and Wi-Fi; baggage service charges or other United fees. Other United related purchases, such as United Cruises[®], United MileagePlus X, DIRECTV[®] and Merchandise Awards, are excluded. United tickets booked through some discount travel websites or as part of a third-party travel package will also not qualify. You'll also earn 2 miles total for each \$1 spent (.5 additional miles on top of the 1.5 miles per \$1 earned on each purchase) on purchases of United Card Events from Chase.

Ways to earn bonus miles or PQP

- We may offer you ways to earn bonus miles through this program, such as Refer-a-Friend, or special promotions. You'll find out more about the number of bonus miles you can earn, the duration of the offer and expiration date, if any, and any other terms at the time of the offer. The additional terms will be part of this agreement. The natural expiration of a limited time bonus mile offer is not a modification to the program that requires notification.
- United may offer you ways to earn bonus miles or PQP on purchases made with a card by you or an authorized user of the account. You'll find out more about the number of bonus miles or PQP you can earn at the time of the offer or within the terms and conditions of the MileagePlus program.

Information about earning and transferring miles to United

- Miles are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus miles posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than miles earned from purchases or bonuses, then miles will be deducted from your total miles balance and may result in a negative miles balance.
- You'll see miles you've earned from card purchases on chase.com and on your monthly card billing statement. Please note that on your card billing statement, you'll see the additional miles earned from United purchases separately from the miles earned on all purchases.
- We may, from time to time, provide additional ways for you to see miles you've earned, such as through Chase or third-party mobile application(s).
- Miles earned during a billing cycle will be automatically transferred to United after the end of each billing cycle.

- This agreement governs the receipt of miles in connection with the use of your account and is separate and in addition to the MileagePlus program rules that govern your participation in the MileagePlus program. The MileagePlus program rules are available online at United.com/mileageplus. Information in this agreement that relates to the MileagePlus program isn't complete or comprehensive and doesn't include all of the information that you should know about the MileagePlus program.
- United may change the MileagePlus program, including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus program at any time and without notice.
- Bonus award miles, award miles and any other miles earned through non-flight activity don't count toward qualification for Premier status unless expressly stated otherwise. The accumulation of mileage or Premier status or any other United or MileagePlus status doesn't entitle members to any vested rights with respect to the MileagePlus program.
- If your membership in the MileagePlus program is terminated for any reason by you or United, you'll no longer be eligible to use the miles you've earned in this program.
- Chase's sole obligation concerning the award and redemption of miles is to make a valid request to United to award miles to your associated MileagePlus account. Chase disclaims liability or responsibility for United's failure to award or redeem miles to or from your associated MileagePlus account after Chase has met its obligations to United in connection with such a request.
- **Miles expiration:** The expiration of miles earned in this program that are transferred to your MileagePlus account will be governed by the MileagePlus program rules, available at United.com/mileageplus.

How you can use your miles

- To use your miles, go to United.com/mileageplus or call MileagePlus directly at 1-800-421-4655.
- We may, from time to time, provide additional ways for you to use your miles in addition to those described in this agreement, such as through Chase or third parties. To use your miles, minimum and maximum amounts may apply, and the redemption value of miles may be worth less than other reward options offered directly through this program or the MileagePlus program. You'll find out about any additional terms and conditions before you use your miles. Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of miles will be part of this agreement.
- You are responsible for how miles are used, including if you allow authorized users to access or use your miles. You will ensure that all miles are used:
 - › for the company's business purposes only,
 - › to benefit only the company and not for the personal benefit of any individual
 - › in compliance with applicable laws, rules, regulations,

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ethics standards and company policies.

How you could be prohibited from earning or having miles transferred

- We may temporarily prohibit you from earning miles and we may not transfer miles you've already earned to United if we suspect you've engaged in misuse or fraudulent activity related to your account or this program.
- You can begin earning miles again, and any miles that we've held will be transferred to United in the next billing cycle after you make a payment to your account sufficient to become current or when we otherwise no longer suspect misuse or fraud of the account or this program.

How you could lose your miles

- **You'll immediately lose all miles that haven't been transferred to United if your account status changes, or your account is closed, for misuse, fraud, or any of the following reasons:**
 - › you fail to comply with other agreements you have with Chase
 - › we believe you may be unwilling or unable to pay your debts on time, including filing 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 won't reinstate miles you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any miles earned to United, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Miles aren't your property. Miles have no value until redeemed. Additionally, miles can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in this program may result in miscellaneous income received from Chase and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Information) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of this program. You are responsible for any tax liability related to participating in this program. Please consult your own tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about this program.
- Chase, MileagePlus and their respective third-party service providers, affiliates, directors, officers, employees, agents or

contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, MileagePlus and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.

- You agree to indemnify and hold Chase, MileagePlus and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of this program, any fraud or misuse of this program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in this program are not affiliated with us and are not sponsors or co-sponsors of this program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- This program is void where prohibited by federal, state, or local law.
- This agreement and use of this program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about this program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your card billing statement or call the Chase 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.