Marriott Bonvoy® Premier Plus Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your Marriott Bonvoy Premier Plus business credit card account is issued solely by JPMorgan Chase Bank, N.A. Member FDIC. This Marriott Bonvoy Premier Plus business card rewards program is offered through Marriott Bonvoy and Chase. This document describes how the Marriott Bonvoy Premier Plus business card rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
  - › "agreement" means this document
  - › "program" means this Marriott Bonvoy Premier Plus 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
  - › "Marriott Bonvoy" means the Marriott Bonvoy® Program operated by Marriott International, Inc. and governed by the Marriott Bonvoy Program Terms and Conditions, available at marriottbonvoy.com/terms
  - › "hotels participating in Marriott Bonvoy" means all Marriott branded hotels which participate in Marriott Bonvoy. Marriott Bonvoy and its affiliated brands and hotels are the registered trademarks and/or service marks of Marriott International, Inc. and its affiliates. Used under license from Marriott International, Inc.
  - › "points" are the rewards you earn under this program. You may see, "Marriott Bonvoy points" in marketing materials when referring to the points you earn.
  - › "purchases" is defined in the section of this agreement titled *How you can earn points*
  - › "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 agreement, the cardmember agreement, or the terms and conditions of a third-party merchant, service provider program or loyalty program, through which points 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 temporarily prohibit you from earning points, using points you've already earned that haven't been transferred to Marriott Bonvoy, or using any features of this program.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Points earned in this program are automatically transferred to Marriott Bonvoy after the end of each billing cycle. Marriott Bonvoy may change the terms and conditions of the Marriott Bonvoy Program in accordance with its rules, which may affect your participation in this program. You'll lose all points earned if there isn't card earning activity or other Marriott Bonvoy qualifying earning or redemption activity every 24 months. For details on this points expiration policy, visit marriottbonvoy.com/terms.
- 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 notice of changes to this program or this agreement, as required by law.
- Chase will send required notices 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, or in your monthly card billing statement.
- Chase will give you notice of other changes to this program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com/marriott.
- Marriott Bonvoy is solely responsible for the Marriott Bonvoy Program and the provision of notices in accordance with the Marriott Bonvoy Program Terms and Conditions which can be found at marriottbonvoy.com/terms.

How you can earn points

- You'll earn points 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; however, the following types of transactions won't count as purchases and won't earn points:
  - › balance transfers
  - › cash advances
  - › cash-like transactions including, but not limited to:
    - · travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;
    - · lottery tickets, casino gaming chips, race track wagers, or similar offline and online betting

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transactions;
- person-to-person money transfers and account-funding transactions that transfer currency
- any checks that access your account
- interest
- unauthorized or fraudulent charges
- fees of any kind, including an annual fee, if applicable

- **You'll earn:**
  - **6 points** for each $1 spent on qualifying purchases made at hotels participating in Marriott Bonvoy. Go to marriottbonvoy.com/about, as applicable, for a list of hotels participating in Marriott Bonvoy. You may see "6X" in marketing materials to refer to the 6 points you earn for each $1 spent at hotels participating in Marriott Bonvoy.
    - You will only receive the accelerated earn of 6 points for each $1 spent from this credit card program.
    - Marriott Bonvoy is responsible for ensuring all hotels participating in Marriott Bonvoy are correctly reported to Chase for earn on Marriott Bonvoy card purchases.
    - Additional points received under the Marriott Bonvoy Program for stays at hotels participating in Marriott Bonvoy will be earned in accordance with the terms and conditions of the Marriott Bonvoy Program.
  - **4 points** for each $1 spent on purchases in the following rewards categories: dining at restaurants including takeout and eligible delivery services; gas stations; shipping; internet, cable, and phone services. You may see "4X" in marketing materials to refer to the 4 points you earn for each $1 spent in these categories.
  - **2 points** for each $1 spent on all other purchases. You may see "2X" in marketing materials to refer to the 2 points you earn for each $1 spent on all other purchases.
- **Rewards Categories:** Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:
  - We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers in that category.
  - Purchases submitted 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 chase.com/RewardsCategoryFAQs.

Ways to earn bonus points

- We may offer you ways to earn bonus points through this program, such as Refer-a-Friend, or special promotions. You'll find out more about the number of bonus points 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 point offer is not a modification to the program that requires notification.

Information about earning and transferring points to Marriott Bonvoy

- 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 purchases, then the points deducted from your total point balance may result in a negative point balance.
- You'll see points you've earned from card purchases on chase.com and on your monthly card billing statement.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Chase or third-party mobile application(s).
- Points earned during a billing cycle will be automatically transferred to Marriott Bonvoy after the end of each billing cycle.
- This agreement governs the receipt of points in connection with the use of your account and is separate and in addition to the Marriott Bonvoy Program Terms and Conditions that govern your participation in the Marriott Bonvoy Program. The Marriott Bonvoy Program Terms and Conditions are available online at marriottbonvoy.com/terms. Information in this agreement that relates to the Marriott Bonvoy Program isn't complete or comprehensive and doesn't include all the information that you should know about the Marriott Bonvoy Program.
- Terms and conditions of the Marriott Bonvoy Program may be modified, and services and benefits may be added or deleted at any time without notice, which may affect your participation in this program.
- If your membership in the Marriott Bonvoy Program is terminated for any reason by you or Marriott Bonvoy, you'll no longer be eligible to use the points you've earned in this program.
- Chase's sole obligation concerning the award and redemption of points is to make a valid request to Marriott Bonvoy to award points to your associated Marriott Bonvoy account. Chase disclaims liability or responsibility for Marriott Bonvoy's failure to award or redeem points to or from your

Marriott Bonvoy® Premier Plus Business Card Rewards Program Agreement

associated Marriott Bonvoy account after Chase has met its obligations to Marriott Bonvoy in connection with such a request.

- The points transferred to your Marriott Bonvoy account won't expire as long as there is card earning activity or other qualifying earning or redemption activity every 24 months. If your card account is closed, you'll lose the points in your Marriott Bonvoy account if you don't have any other qualifying earning or redemption activity every 24 months. For details on this points expiration policy, visit marriottbonvoy.com/terms.
- You can transfer a maximum of 100,000 Marriott Bonvoy points annually from your Marriott Bonvoy account to the Marriott Bonvoy account of friends or family members by contacting Marriott Bonvoy Member Support. See marriottbonvoy.com/about for details on transferring points to friends or family.

How you can use your points

- To use your points, go to marriottbonvoy.com/about or call Customer Care at 1-800-228-2100.
- We may, from time to time, provide additional ways for you to use your points in addition to those described in this agreement, such as through Chase or third parties. To use your points, minimum and maximum amounts may apply, and the redemption value of points may be worth less than other reward options offered directly through this program or through Marriott Bonvoy. You'll find out about any additional terms and conditions before you use your points. 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.
- You are responsible for how points are used, including if you allow authorized users to access or use your points. You will ensure that all points 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, ethics standards and company policies.

How you could be prohibited from earning or having points transferred

- We may temporarily prohibit you from earning points and we may not transfer points you've already earned to Marriott Bonvoy if we suspect you've engaged in misuse or fraudulent activity related to your account or this program.
- You can begin earning points again, and any points that we've held will be transferred to Marriott Bonvoy 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 fraudulent activity related to the account or this program.

How you could lose your points

- **You'll immediately lose all points that haven't been transferred to Marriott Bonvoy 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 points you lose unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any points earned to Marriott Bonvoy, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Points aren't your property. Points have no value until redeemed. Additionally, points that haven't been transferred to Marriott Bonvoy 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, Marriott Bonvoy and their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Marriott Bonvoy and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.
- You agree to indemnify and hold Chase, Marriott Bonvoy 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

Marriott Bonvoy® Premier Plus Business Card Rewards Program Agreement

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.