

World of Hyatt® Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your World of Hyatt® business credit card account is issued solely by JPMorgan Chase Bank, N.A. Member FDIC. This World of Hyatt business card rewards program is offered through Hyatt and Chase. This document describes how the World of Hyatt 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 World of Hyatt 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
 - › “World of Hyatt Program” means the World of Hyatt Program operated by Hyatt and governed by the World of Hyatt Program Terms and Conditions, available at worldofhyatt.com/terms
 - › “Small Luxury Hotels” or “SLH” means Small Luxury Hotels of the World Limited, a third party that participates in the World of Hyatt Program. The SLH terms and conditions are part of the World of Hyatt Program Terms and Conditions that govern the World of Hyatt Program
 - › “participating SLH properties” means any hotel, resort, or other location that is affiliated with SLH and participates in the World of Hyatt Program. For more information about participating SLH properties, please visit worldofhyatt.com/slh
 - › “Lindblad Expeditions” means Lindblad Expedition experiences by Lindblad Expeditions, LLC that participate in the World of Hyatt Program. The Lindblad Expeditions terms and conditions are part of the World of Hyatt Program Terms and Conditions that govern the World of Hyatt Program. For more information about Lindblad Expeditions’ participation in the World of Hyatt Program, please visit worldofhyatt.com/expeditions
 - › “Bonus Points” mean World of Hyatt Bonus Points and are the rewards you earn under this program
 - › “purchases” is defined in the section of this agreement titled *How you can earn Bonus Points*
- Chase may make changes to this program and the terms of

this agreement at any time. For example, we may:

- › add new terms or delete terms
- › change how you earn Bonus Points in this program
- Chase may temporarily prohibit you from earning Bonus Points, using Bonus Points you’ve already earned that haven’t been transferred to Hyatt, 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.
- Bonus Points earned in this program are automatically transferred to Hyatt after the end of each billing cycle. Hyatt may change the terms of the World of Hyatt Program in accordance with its rules.
- Chase may refer to this agreement as the “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 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 Bonus Points in this program
 - › if we limit the number of Bonus Points you can earn 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 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/worldofhyatt.

How you can earn Bonus Points

- You’ll earn Bonus 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. 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 Bonus Points:
 - › 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 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

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• You'll earn:

› **4 Bonus Points** for each \$1 USD spent on purchases made at Hyatt hotels and resorts (including at participating restaurants and participating locations that are owned, managed, franchised or licensed by Hyatt Corporation or its subsidiaries or affiliates), on FIND experiences purchased directly at hyatt.com/FIND, at participating SLH properties, and on Lindblad Expedition experiences purchased directly through the World of Hyatt Program.

› **2 Bonus Points** for each \$1 USD spent on purchases made in the fitness club and gym memberships rewards category.

› **2 Bonus Points** total for each \$1 USD spent (1 additional Bonus Point on top of the 1 Bonus Point per \$1 USD earned on all other purchases as described below) in the two rewards categories from a select list of rewards categories available in which you spend the most each calendar quarter. For example, if your total spend in the top two categories during the calendar quarter equals \$1,000 USD, you will earn 2,000 Bonus Points total (1,000 Bonus Points for the 1 Bonus Point earned on all other purchases as described below, plus an additional 1,000 Bonus Points because you spent the most in those top two rewards categories). You'll earn 1 Bonus Point for each \$1 USD spent on purchases in the other rewards categories from the select list that didn't qualify as the two rewards categories in which you spent the most during that calendar quarter. For more information on the rewards categories available to earn 2 Bonus Points total for each \$1 USD spent, please visit chase.com/hyattbuscard2X. We may change the select list of rewards categories available from time to time. When this occurs, we will publish a new select list of rewards categories available on chase.com/hyattbuscard2X before the start of a new calendar year.

- Your total spend from purchases made in the top two rewards categories will be calculated at the end of each calendar quarter: January-March, April-June, July-September, October-December.
- Please allow up to 8 weeks after each calendar quarter for the Bonus Points to become available in your World of Hyatt Program account.

› **1 Bonus Point** for each \$1 USD 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 on purchases in that category.

- › Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see chase.com/RewardsCategoryFAQs.

Additional ways to earn Bonus Points

- We may offer you additional ways to earn Bonus Points through this program or special promotions. You'll find out more about the number of Bonus Points you can earn and any other terms at the time of the offer. The additional terms will be part of this agreement.

Information about earning and transferring Bonus Points to Hyatt

- You must be a World of Hyatt member to receive and use Bonus Points, Free Night Awards, or other World of Hyatt Program benefits. If you are currently a World of Hyatt member, Bonus Points you earn through this program will be deposited into your World of Hyatt Program account. If you are not already a World of Hyatt member, Chase will provide your information to Hyatt upon approval of your World of Hyatt card application and Hyatt will enroll you in the World of Hyatt Program. Bonus Points earned through this program can only be transferred to the primary card member's World of Hyatt Program account. World of Hyatt Program membership is subject to the World of Hyatt Program terms and conditions. For complete World of Hyatt Program details, call World of Hyatt at 1-888-75-HYATT or visit worldofhyatt.com/terms.
- Bonus Points are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any additional World of Hyatt Bonus Points posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than Bonus Points earned from purchases or bonus offers, then Bonus Points will be deducted from your total Bonus Points balance and may result in a negative Bonus Points balance.
- You'll see Bonus Points 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 Bonus Points earned from purchases made with your card in the top two rewards categories separately from the Bonus Points earned on all other purchases.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Chase or third-

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party mobile application(s).

- Bonus Points earned during a billing cycle will be automatically transferred to Hyatt after the end of each billing cycle and will be placed in your World of Hyatt Program account, at which point they will be available to be used.
- This agreement governs the receipt of Bonus Points in connection with the use of your account and is separate and in addition to the World of Hyatt Program terms and conditions that govern your participation in the World of Hyatt Program. The World of Hyatt Program terms and conditions are available online at worldofhyatt.com/terms. Information in this agreement that relates to the World of Hyatt Program isn't complete or comprehensive and doesn't include all of the information that you should know about the World of Hyatt Program.
- Terms and conditions of the World of Hyatt Program may be modified and offers, services and benefits may be added or deleted at any time without notice.
- Hyatt may cancel the World of Hyatt Program, or any aspects or features of the World of Hyatt Program, at any time without notice.
- If your membership in the World of Hyatt Program is terminated for any reason by you or Hyatt, you'll no longer be eligible to use the Bonus Points you've earned in this program and any unredeemed points in your World of Hyatt Program account will be lost.
- Chase's sole obligation concerning the award and redemption of Bonus Points is to make a valid request to Hyatt to award Bonus Points to your associated World of Hyatt Program account. Chase disclaims liability or responsibility for Hyatt's failure to award or redeem Bonus Points to or from your associated World of Hyatt Program account after Chase has met its obligations to Hyatt in connection with such a request.
- **Points expiration:** The Bonus Points transferred to your World of Hyatt Program account won't expire as long as your card account is open. If your card account is closed, you will lose any unredeemed points (including Bonus Points) in your World of Hyatt Program account if you fail to have qualifying activity in the World of Hyatt Program at least once every 24 months. Please see the World of Hyatt Program terms and conditions at worldofhyatt.com/terms for details on how to keep your World of Hyatt Program account active.
- This agreement sets forth all the terms of this program; Hyatt has no other obligations with respect to this program beyond those described or referenced in this agreement.

How you can use your Bonus Points

- To use your Bonus Points, go to worldofhyatt.com or call Hyatt directly at 1-888-75-HYATT for redemption information and reward restrictions.
- We may, from time to time, provide additional ways for you to use your Bonus Points in addition to those described in this agreement, such as through Chase or third parties. To use your Bonus Points, minimum and maximum amounts may apply, and the redemption value of Bonus Points may be

worth less than other reward options offered directly through this program or the World of Hyatt Program. You'll find out about any additional terms and conditions before you use your Bonus Points. Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of Bonus Points will be part of this agreement.

- You are responsible for how Bonus Points are used, including if you allow authorized users to access or use your Bonus Points. You will ensure that all Bonus 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 Bonus Points transferred

- We may temporarily prohibit you from earning Bonus Points and we may not transfer Bonus Points you've already earned to Hyatt if:
 - › you don't make at least the minimum payment on your account within 30 days of the due date.
 - › we suspect that you've engaged in fraudulent activity related to your account or this program.
 - › we suspect you've misused, in any way, the World of Hyatt Program to which Bonus Points are transferred under this program; or
 - › we suspect that you've misused this program in any way, for example, by:
 - repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
 - by manufacturing spend for the purpose of generating rewards
- You can begin earning Bonus Points again and any Bonus Points that we've held will be transferred to Hyatt in the next billing cycle after your account becomes current or when we no longer suspect fraud or misuse of the account or this program.

How you could lose your Bonus Points

- **You'll immediately lose all Bonus Points that haven't been transferred to Hyatt if your account status changes, or your account is closed, for any of the following reasons:**
 - › you don't make at least the minimum payment on your account within 60 days of the due date
 - › you fail to comply with this or other agreements you have with Chase
 - › we believe you may be unwilling or unable to pay your debts on time
 - › you file a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, or insolvency proceeding, or are the subject of an

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involuntary petition in any such proceeding

- › we believe that you've engaged in fraudulent activity related to your account or this program
- › we believe you've misused, in any way, the World of Hyatt Program to which Bonus Points are transferred under this program; or
- › we believe that you've misused this program in any way, for example, by:
 - repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
 - manufacturing spend for the purpose of generating rewards

- We won't reinstate Bonus Points you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any Bonus Points earned to Hyatt, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Bonus Points aren't your property and have no cash value. Additionally, Bonus Points 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, Hyatt 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, Hyatt 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, Hyatt 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.