

# CARDMEMBER AGREEMENT RATES AND FEES TABLE

## INTEREST RATES AND INTEREST CHARGES

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purchase Annual Percentage Rate (APR)</b>                          | <b>16.74% to 27.74%</b> . This APR will vary with the market based on the Prime Rate. <sup>a</sup>                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>My Chase Loan<sup>SM</sup> APR</b>                                 | <b>16.74% to 27.74%</b> . This APR will vary with the market based on the Prime Rate. <sup>a</sup><br>Promotional offers with fixed APRs and varying durations may be available from time to time on some accounts.                                                                                                                                                                                                                                                                                               |
| <b>Balance Transfer APR</b>                                           | <b>16.74% to 27.74%</b> . This APR will vary with the market based on the Prime Rate. <sup>a</sup>                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Cash Advance APR</b>                                               | <b>28.49%</b> . This APR will vary with the market based on the Prime Rate. <sup>b</sup>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Penalty APR and When It Applies</b>                                | Up to <b>29.99%</b> . This APR will vary with the market based on the Prime Rate. <sup>c</sup><br>We may apply the Penalty APR to your account if you: <ul style="list-style-type: none"> <li>• fail to make a Minimum Payment by the date and time that it is due; or</li> <li>• make a payment to us that is returned unpaid.</li> </ul> <b>How Long Will the Penalty APR Apply?:</b> If we apply the Penalty APR for either of these reasons, the Penalty APR could potentially remain in effect indefinitely. |
| <b>Paying Interest</b>                                                | Your due date will be a minimum of 21 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance or Interest Saving Balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.                                                                                                                                                                                          |
| <b>Minimum Interest Charge</b>                                        | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Credit Card Tips from the Consumer Financial Protection Bureau</b> | 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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                                                                                                                                                                                                                                                              |

## FEES

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|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Membership Fee</b>                                                                                     | <b>None to \$229</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Chase Pay Over Time<sup>SM</sup> Fee</b><br>(formerly My Chase Plan <sup>®</sup> Fee; a fixed finance charge) | Monthly fee of up to <b>1.72%</b> of the amount of each eligible purchase transaction or amount you select to pay over time with no interest, just a fixed monthly fee.<br>Promotional offers with lower monthly Chase Pay Over Time fees may be available from time to time on some accounts.<br>The monthly Chase Pay Over Time fee will be determined each time a fee-based plan is created and will remain the same until the plan balance is paid in full. <sup>d</sup> |
| <b>Transaction Fees</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Balance Transfers                                                                                                | Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater.                                                                                                                                                                                                                                                                                                                                                                                         |
| Cash Advances                                                                                                    | Either <b>\$10</b> or <b>5%</b> of the amount of each transaction, whichever is greater.                                                                                                                                                                                                                                                                                                                                                                                     |
| Foreign Transactions                                                                                             | <b>None</b> to <b>3%</b> of the amount of each transaction in U.S. dollars.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Penalty Fees</b>                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Late Payment                                                                                                     | Up to <b>\$40</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Return Payment                                                                                                   | Up to <b>\$40</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Return Check                                                                                                     | <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Note:** This account may not be eligible for balance transfers.

**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 \$29. 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: (1) any past-due amounts; PLUS (2) any special payment obligations in connection with Flexible Financing Offers which require repayment of the balance over a pre-selected number of billing periods; PLUS (3) the larger of: (a) \$40 (or total amount you owe if less than \$40); or (b) the sum of: (i) 1% of the new balance (excluding any Flexible Financing Offer balances which require special payment obligations to ensure repayment of the balance over a pre-selected number of billing periods), PLUS (ii) any 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 6.75% Prime Rate as of March 31, 2026.

<sup>a</sup> We add 9.99% to 20.99% to the Prime Rate to determine the Purchase/My Chase Loan/Balance Transfer APR (daily periodic rate currently 0.04587% to 0.07600%).  
Maximum APR 29.99% (daily periodic rate 0.08217%).

<sup>b</sup> We add 21.74% to the Prime Rate to determine the Cash Advance APR (daily periodic rate currently 0.07806%). Maximum APR 29.99% (daily periodic rate 0.08217%).

<sup>c</sup> We add up to 26.99% to the Prime Rate to determine the Penalty APR. Maximum APR 29.99% (daily periodic rate 0.08217%).

<sup>d</sup> Chase Pay Over Time Fee. The Chase Pay Over Time Fee (formerly called the My Chase Plan Fee) is calculated at the time each plan is created, and is based on the amount of each purchase transaction or account balance selected to create the plan, the number of billing periods over which you choose to pay the balance in full, and other factors. The monthly and aggregate dollar amount of your Chase Pay Over Time Fee will be disclosed during the activation of each plan. Chase Pay Over Time plan balances that have a Chase Pay Over Time Fee will not be subject to interest after plan activation.

**MILITARY LENDING ACT NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 1-800-235-9978.

# WELCOME TO CHASE

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## YOUR CARDMEMBER AGREEMENT

# WELCOME TO YOUR ACCOUNT.

Take a moment to read and save this important information about your account. This document, along with the Rates and Fees Table, is an agreement between you (the cardmember) and JPMorgan Chase Bank, 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. We've agreed to lend you money as described in this agreement, and you agree to pay us back, along with interest charges and fees. If you use this account or make any payment to it, you're indicating that you accept the terms of this agreement. Keep in mind: If any fee in the Rates and Fees Table is marked "none," the section of this agreement that relates to that fee won't 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    | You are responsible for balances on your account including amounts charged in excess of your credit access line. We may also refer to credit access line as credit line or credit limit.                                                                                                                                          | 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 statement once a year, whether or not you use your account. Your annual fee will be added to your purchase balance and may incur interest.                                                                                                  |
| 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. We may communicate amendments to this agreement to you via mail, email or other electronic means, or included in your monthly billing statements as permitted by law.                                                                                  |

## IMPORTANT DEFINITIONS

| TERM                             | WHAT IT MEANS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cash-like Transactions</b>    | Cash-like transactions will be treated as cash advances. Cash-like transactions include, but are not limited to, the following transactions to the extent they are accepted: <ul style="list-style-type: none"> <li>• purchasing travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;</li> <li>• purchasing lottery tickets, casino gaming chips, race track wagers, and similar offline and online betting transactions;</li> <li>• person-to-person money transfers and account-funding transactions that transfer currency; and</li> <li>• making a payment using a third party service including bill payment transactions not made directly with the merchant or their service provider.</li> </ul> |
| <b>Payment Due Date</b>          | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Variable Rate</b>             | 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.                                                |
| <b>Default</b>                   | Your account will be in default if: <ol style="list-style-type: none"> <li>1) You do not pay at least the minimum payment when due;</li> <li>2) You fail to comply with this or other agreements with us or one of our related banks; or</li> <li>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.</li> </ol> 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.   |
| <b>Interest Saving Balance</b>   | When you take advantage of Flexible Financing Offers, we will not charge you interest on new purchases if you pay your entire Interest Saving Balance by the due date each month. If your Interest Saving Balance for any billing cycle is less than your minimum payment due, your Interest Saving Balance amount will reflect your minimum payment due to avoid a late fee.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Flexible Financing Offers</b> | When you take advantage of Flexible Financing Offers, like those available with My Chase Loan and Chase Pay Over Time, you can pay those balances over time based on their offer terms and still avoid additional interest charges on new purchases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## 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 writing checks against uncollected funds. You agree that we may rely on information provided to us by merchants and the applicable payment network to categorize transactions as Purchases, Balance Transfers or Cash Advances.

| TRANSACTIONS             | WHAT IT MEANS TO YOU                                                                                                                                                                                                                    | OUR RESPONSIBILITY                                                                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purchases</b>         | You may use your account to buy goods and services.                                                                                                                                                                                     | We authorize charges to your account in accordance with the terms of this agreement.                                                                           |
| <b>Balance Transfers</b> | If eligible for a balance transfer, 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. |
| <b>Cash Advances</b>     | You may obtain cash from automatic teller machines, at banks or by using cash advance checks. Unless we say otherwise, 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.                                |
| <b>Checks</b>            | 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.                              |
| <b>Automatic Charges</b> | 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.                               |
| <b>Promotions</b>        | You may receive special offers related to your account.                                                                                                                                                                                 | Any special offer is subject to this agreement, unless explained otherwise.                                                                                    |

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|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Foreign Transaction Fee and Exchange Rate</b>            | <p>There is a fee, unless “None” is stated in the Rates and Fees Table, for transactions that are made in a currency other than U.S. Dollars. Our fee is a percentage of the U.S. Dollar amount of the transaction. Please see the Rates and Fees Table for the amount of this fee, if any.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• 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.</li> <li>• In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.</li> </ul> |
| <b>Authorization of Transactions / Closing Your Account</b> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>My Chase Loan<sup>SM</sup></b>                           | <p>If eligible, you may use the My Chase Loan feature to obtain cash as an electronic deposit into an eligible bank account held by a financial institution located in the United States by accepting a My Chase Loan offer. Each offer will include a My Chase Loan APR and the number of billing periods it will take to pay the My Chase Loan balance in full by making regular payments each monthly billing period.</p> <p>Your ability to create a My Chase Loan balance is based on a variety of factors, such as your creditworthiness, your credit limit, and your past account behavior. You will not be able to create a My Chase Loan balance if you enroll in a debt management program or if your account is closed or in default.</p> <p>My Chase Loan transactions are not Cash Advances or Balance Transfers. My Chase Loan provides Flexible Financing Offers. Therefore, when you have a My Chase Loan balance on your account, we will not charge you interest on new purchases if you pay your entire Interest Saving Balance by the due date each month.</p> | <p>At our discretion, we may make My Chase Loan available to you; we may decline a My Chase Loan transaction for any reason.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

### Chase Pay Over Time<sup>SM</sup>

With Chase Pay Over Time you can create a plan to pay for eligible purchases or account balances in equal monthly payments over a set period of time.

Chase Pay Over Time works in two ways:

- at checkout with select merchants, or
- by using Chase.com or the Chase Mobile App, after checkout (the feature formerly known as My Chase Plan).

Chase Pay Over Time plan balances are subject to either interest not to exceed the Purchase APR (and may be a promotional or fixed rate), or a fixed monthly Chase Pay Over Time Fee, but not both. Whether a plan is subject to interest or the Chase Pay Over Time Fee is at our discretion and will be disclosed to you at the time of plan creation.

An eligible purchase is a purchase of at least a specific dollar amount, as provided within the Chase Pay Over Time offer details or plan creation experience. Certain transactions like cash-like transactions and purchases already subject to promotional or introductory terms are not eligible. Cash advance, balance transfer and My Chase Loan transactions, as well as Fees owed to us (like the Annual Membership Fee), are not eligible for Chase Pay Over Time.

At our discretion, we may make Chase Pay Over Time available to you.

Eligibility for Chase Pay Over Time depends on the amount of your available credit, creditworthiness, account behavior, and other factors.

You will not be able to use Chase Pay Over Time if you enroll in a debt management program or if your account is closed or in default.

We may limit the number of plans you can have and can change this number at any time. We may decline a specific Chase Pay Over Time plan for any reason and we may, from time to time, further limit the types of transactions eligible for Chase Pay Over Time.

## 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 includes any past due amounts.                                                                                                                                                                                                                                                                                                                    |
| Interest-Free Period (also called Grace Period) on Purchases | <ul style="list-style-type: none"><li>• When your account is in an interest-free period, interest is not charged on new purchases.</li><li>• Your account is in an interest-free period when you have paid the New Balance or Interest Saving Balance shown on your most recent billing statement by the due date and time.</li><li>• If you do not pay the New Balance or Interest Saving Balance shown on your most recent billing statement by the due date and time, you will lose your interest-free period and we will charge interest on your purchases.</li></ul> | <ul style="list-style-type: none"><li>• When your account is in an interest-free period, we will not charge you interest on new purchases.</li><li>• When your account is not in an interest-free period, we will charge you interest on your purchases from the date the purchases appear on your account until your New Balance or Interest Saving Balance is paid in full.</li><li>• For more details about how we calculate your interest charges, see the Interest Charges section of this agreement.</li></ul> |

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|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <ul style="list-style-type: none"> <li>• You can regain the benefit of the interest-free period by paying your New Balance or Interest Saving Balance by the due date and time.</li> <li>• After you enter an interest-free period again, interest charges on purchases may still appear on your next billing statement. This reflects interest charged from the beginning of that billing cycle through the date that your payment for the prior billing statement was received.</li> <li>• Balance Transfers, Checks and Cash Advances do not have an interest-free period and if these balances are not paid in full by paying your New Balance or Interest Saving Balance by the due date and time, you will lose your interest-free period on new purchases.</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Payment Allocation</b> | <ul style="list-style-type: none"> <li>• When you make a payment, generally, we apply your minimum payment first to (a) the monthly obligation for any Flexible Financing Offer balances with special payment obligations which require repayment of the balance over a pre-selected number of billing periods (like Chase Pay Over Time plans), and then to (b) the balance on your monthly statement with the lowest APR.</li> <li>• Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first.</li> </ul>                                                                                                                                                                                | <p>We apply payments to balances on your monthly statement before being applied to new transactions posted to your account after the statement date. Examples of new transactions are recent purchases you made and Chase Pay Over Time plans you created that are not yet included on your statement.</p>                                                                               |
| <b>Credit Balances</b>    | <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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Late Fee</b>           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Return Check Fee</b>   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Return Payment Fee</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Penalty APR</b>        | Do Not : <ul style="list-style-type: none"> <li>• Fail to make a Minimum Payment by the date and time that it is due; or</li> <li>• Make a payment to us that is returned unpaid.</li> </ul> | We can apply the Penalty APR, which is higher than the APR you would otherwise pay, for either of these reasons. <ul style="list-style-type: none"> <li>• <b>Penalty APR on New Transactions:</b> If you fail to make a Minimum Payment by the date and time that it is due, but you make the payment within 60 days of that due date, we may apply the Penalty APR. We also may apply the Penalty APR if you make a payment to us that is returned unpaid. In either instance, the Penalty APR will apply to new transactions. After we apply the Penalty APR, we will review your account from time to time to see if a reduction in the APR is appropriate.</li> <li>• <b>Penalty APR on outstanding balances and new transactions:</b> If we do not receive the Minimum Payment within 60 days of the date and time that it is due, then we also may apply the Penalty APR. If we apply it in this instance, the Penalty APR will apply to all existing balances on your account and new transactions. If you make six consecutive minimum payments when due beginning with your first payment due after we apply the Penalty APR, then the Penalty APR will no longer apply. If you do not make six consecutive minimum payments when due beginning with your first payment due after we apply the Penalty APR, then the Penalty APR could remain in effect indefinitely. After we apply the Penalty APR, we will review your account from time to time to see if a reduction in the APR is appropriate.</li> </ul> |
| <b>Collections</b>        | 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?          | <b>We will investigate</b>                                     | Write to us 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?       | <b>We will research the problem</b>                            | First, attempt to resolve the problem with the merchant. Then write to us 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?                          | <b>Contact us immediately and stop using your account</b>      | 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?                  | <b>You remain responsible for your balance</b>                 | 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? | <b>Balance transfer or cash advance transaction fees apply</b> | 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. 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 and we may use your voice for verification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Credit Information    | We may obtain and review your credit history from credit reporting agencies and others. We may, from time to time, obtain employment and income data from third parties to assist us in the ongoing administration of your account. 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         | <b>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.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Military Lending Act Notice**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are covered by the Military Lending Act, (i) then you are not bound by the Arbitration Agreement below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. To receive this information and a description of your payment obligation verbally or for questions, please call 1-800-235-9978.

**Binding Arbitration**

Unless you timely reject the agreement to arbitrate, disputes with us may be resolved by binding arbitration. With arbitration, you cannot go to court, have a jury trial or initiate or participate in a class action for your dispute(s) with us. In arbitration, disputes are resolved by an arbitrator, not a judge or jury, and procedures are simpler and more limited than rules applicable in court.

Please see the *Arbitration Agreement* section for more details, including instructions for how to reject the agreement to arbitrate.

## 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 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 Annual Membership Fees, transaction fees, Penalty Fees, any 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 (including Chase Pay Over Time plans created at checkout with select merchants), balance transfers, cash advances, or My Chase Loans – 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 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*. You may call us or notify us electronically, 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 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* 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 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.

## **ARBITRATION AGREEMENT**

### **PLEASE REVIEW -- IMPORTANT -- AFFECTS YOUR LEGAL RIGHTS**

This arbitration agreement provides that all disputes between you and Chase must be resolved by **BINDING ARBITRATION** whenever you or we choose to submit or refer a dispute to arbitration. By accepting this arbitration agreement you **GIVE UP YOUR RIGHT TO GO TO COURT** (except for matters that may be taken to a small claims court). Arbitration will proceed on an **INDIVIDUAL BASIS**, so class actions and similar proceedings will **NOT** be available to you.

**YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT TO ARBITRATION, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO PROMPTLY.** If you do not reject this agreement to arbitration within 60 days of account opening and in the manner set forth below, then:

- In arbitration, your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT A JUDGE OR JURY**.
- The procedures in arbitration are simpler and more limited than rules applicable in court.
- Arbitrator decisions are subject to **VERY LIMITED REVIEW BY A COURT**.

If you do not reject this agreement as provided below within 60 days of account opening, you or we may elect to resolve any Claim by arbitration.

For purposes of this agreement to arbitrate, “you” includes any co-applicant or authorized user on your account, or anyone else connected with you or claiming through you; and “we” or “us” includes JPMorgan Chase Bank, N.A. and Chase Bank USA, N.A., all of their parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities and all third parties who are regarded as agents or representatives of us in connection with the account, or the subject matter of the claim or dispute at issue.

All claims or disputes between you and us about or relating in any way to your account, any prior account, your Cardmember Agreement with us (including any future amendments), any prior Cardmember Agreement, or our relationship are referred to as “Claims” for purposes of this agreement to arbitrate. Claims include, for example, claims or disputes arising from or relating in

any way to transactions involving your account; any interest, charges, or fees assessed on your account; any service(s) or programs related to your account; any communications related to your account; and any collection or credit reporting of your account. Claims also include claims or disputes arising from or relating in any way to advertising and solicitations, or the application for, approval, or establishment of your account. Claims are subject to arbitration regardless of whether they are based on contract, tort, statute, regulation, common law or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your account is closed, sold, or assigned; you pay us in full any outstanding debt you owe; or you file for bankruptcy. In the event that your account is sold and/or assigned, we retain our right to elect arbitration of Claims by you and you retain your right to elect arbitration of Claims by us.

- If you are covered by the Military Lending Act, then you are not bound by this arbitration agreement, and to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

The only other exception to the arbitration requirement is that you have the right to file and pursue a Claim in a small claims court instead of arbitration if the Claim is in that court’s jurisdiction and proceeds on an individual basis.

If you initiate a Claim in arbitration, no changes to the terms of this agreement to arbitrate that are made after we receive your Claim will apply to that Claim.

This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

#### ***Can I (the customer) reject this agreement to arbitrate?***

Yes. You have the right to reject this agreement to arbitrate if you notify us within 60 days of account opening. You must do so in writing by stating that you reject this agreement to arbitrate and include your name, account number, address and personal signature. Your notice must be mailed to us at

P.O. Box 15298, Wilmington, DE 19850-5298. Rejection notices sent to any other address, or sent by electronic mail or communicated orally, will not be accepted or effective.

### ***What about class actions or representative actions?***

Individuals sometimes seek to bring lawsuits on behalf of other, similarly situated individuals. This is often called a class action. Class actions, other similar representative procedures, and consolidation of Claims (except for claimants on the same account) are *not* available under this agreement to arbitrate. Claims in arbitration will proceed only on an individual basis. Additionally, you may not join your claims with other persons on other accounts in the arbitration; each person must arbitrate his or her own claims separately.

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE ARE WAIVING THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate Claims brought by separate claimants (except for claimants on the same account). To be clear, this means that the arbitrator also shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party. If these terms prohibiting class, representative, or consolidation procedures are held to be legally unenforceable for any reason with respect to a Claim, then the Claim must be handled through litigation in court instead of by arbitration.

### ***How does arbitration work?***

Arbitration is different from a lawsuit in state or federal court. Arbitration is conducted by private organizations that specialize in alternative dispute resolution, and is conducted before a neutral arbitrator instead of a judge or jury. Arbitration procedures are generally simpler and more informal than court procedures. For example, discovery is more limited in arbitration than in court. Also, arbitrator decisions are subject to only limited review by courts. As discussed above, certain rights that you may have in court are not available in arbitration. At the same time, in arbitration you are entitled to recover attorneys' fees from us to the same extent as you would be in court.

Under this agreement to arbitrate, the party filing a Claim must select either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA") as the arbitration administrator. You can learn more about these organizations online, at the addresses provided below. Each of these organizations will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this agreement, this arbitration provision and/or this agreement will control. In the event that JAMS or the AAA is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act).

A single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope, enforceability, interpretation, formation, and validity of this arbitration agreement are for a court to decide. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding as an individual. No arbitration award or decision will have any preclusive effect on issues or claims in any subsequent proceedings beyond the Claims at issue. The arbitrator's authority is limited to claims between you and us, and the arbitrator can award damages or relief only to you, but not to or on behalf of anyone else.

Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail, we agree that we will not seek such an award.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or in an in-person hearing. Any in-person hearing will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

***Is the arbitrator's decision final? Is there an appeal process?***

The arbitrator's decision will be final and binding on the parties. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based.

A party can file a written appeal to the arbitration administrator within 30 days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. That panel will consider all legal and factual issues anew, and make all decisions and awards by majority vote based on the documents and arbitration record without a hearing. Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

***Who will pay for costs?***

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the

arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay to the arbitration administrator, you may request that we pay or reimburse them, and we will consider your request in good faith.

You may represent yourself in arbitration, or you may be represented by a lawyer. Except as described above, you will be responsible for your own attorneys' fees and costs.

***How do I (the customer) file an arbitration claim?***

Rules and forms may be obtained from, and Claims may be filed with, JAMS ([www.jamsadr.com](http://www.jamsadr.com)); or the AAA ([www.adr.org](http://www.adr.org)) at American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Both of these administrators have particular rules for arbitrations initiated by a consumer.

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