

# AGREEMENT AND PRIVACY NOTICE

## WELCOME TO CHASE

Thank you for opening your Starbucks Rewards Visa Prepaid Card. We look forward to serving you. Use your Card to make purchases and earn Starbucks Rewards.

This Starbucks Rewards Visa Prepaid Card Agreement has three sections:

1. Summary of Fees that are applicable to your Card
2. Services and Fee Schedule
3. Terms and Conditions

This agreement is the contract that governs your Card. You must be at least 18 years of age and make an initial load of between \$25 and \$500 to obtain a Starbucks Rewards Visa Prepaid Card. You must have a residential address in the United States. You agree not to use your Card for business purposes. Please refer to this agreement on chase.com or Chase Mobile® for answers when you need them.

When you open your Card, you will create an online profile with Chase, unless you already have one, by selecting a user ID and password. Use your online profile to sign in to chase.com and Chase Mobile to access your statements and use other functions.

Summary of Fees			
Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
\$0	\$0	Not Available	Not Available
ATM balance inquiry (at Chase ATMs or Non-Chase ATMs)			Not Available
Customer service			\$0
Inactivity			\$0
<b>We charge 3 types of fees.</b> They are:			
Foreign Exchange Rate Adjustment		3% of withdrawal amount after conversion to U.S. dollars when you make card purchases in a currency other than U.S. dollars	
Card Replacement – Rush Request (avoid this fee by requesting standard shipping)			\$5 per card, upon request
Legal Processing Fee		Up to \$75 per order. Processing of any garnishment, tax levy, or other court order or administrative order against a Starbucks Rewards Visa Prepaid Card, whether or not the funds are actually paid	
<b>No overdraft or credit-related fees.</b>			
Your funds are FDIC insured up to the maximum allowed by law.			
For general information about prepaid accounts, visit <i>cfpb.gov/prepaid</i> .			
Find details and conditions for all fees and services on page 2 of this agreement.			

# SERVICES AND FEE SCHEDULE

## List of all fees for Starbucks Rewards Visa Prepaid Card

All Fees	Amount	Details
<b>Get Started</b>		
Card opening	\$0	Maximum number of Starbucks Rewards Visa Prepaid Cards per customer is one
<b>Monthly Usage</b>		
Monthly Service Fee	\$0	
<b>Add Money</b>		
Transfers from checking/savings accounts or Chase Liquid® Cards	\$0	You cannot complete transfers from your Card to a deposit account, except when closing your Card. See your agreement for limits on savings account withdrawals
Debit card loads	\$0	No cash, check, Starbucks gift card or credit card loads
<b>Spend Money</b>		
Purchases	\$0	In stores and online with your Card, excluding rental purchases (e.g. cars, equipment, furniture)
Bill Pay using your 16-digit Card number	\$0	<b>Merchant fees may apply.</b> You cannot use Chase Online Bill pay or Chase QuickPay® with Zelle®
<b>Get Cash</b>		
Not Available		You cannot get cash back with a purchase, or cash advances (at a Chase branch or another financial institution)
<b>Information</b>		
Chase Telephone Banking Customer Service/Balance inquiry	\$0	No branch or ATM access
Chase Online and Mobile balance inquiry	\$0	<b>For mobile users, message and data rates may apply</b>
<b>Using Your Card Outside the U.S.</b>		
Foreign Exchange Rate Adjustment	3%	Of withdrawal amount after conversion to U.S. dollars when you make card purchases in a currency other than U.S. dollars
<b>Other</b>		
Annual Fee	\$0	
Inactivity	\$0	
Card replacement – Rush Request (Avoid this fee by requesting standard shipping)	\$5	You request express shipping of a replacement Card
Legal Processing	Up to \$75 per order	Processing of any garnishment, tax levy, or other court order or administrative order against a Starbucks Rewards Visa Prepaid Card, whether or not the funds are actually paid

Your funds are FDIC insured up to the maximum allowed by law.

No overdraft/credit feature.

Contact JPMorgan Chase Bank, N.A. by calling 1-888-842-8697, by mail at PO Box 659754, San Antonio, TX 78265-9754, or visit [chase.com](https://chase.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).

STARBUCKS REWARDS VISA PREPAID CARD AGREEMENT TABLE OF CONTENTS	PAGE
DEFINITIONS .....	4
ELECTRONIC FUNDS TRANSFER SERVICE TERMS .....	4
A. Types of EFT Services .....	4
B. Important Information and Agreements About Your Card .....	5
C. Limitations on Transfers, Amounts and Frequency of Transactions .....	6
D. Receipts and Statements .....	6
E. In Case of Errors or Questions About Your Electronic Funds Transfers .....	6
F. Our Liability for Failure to Complete Transactions .....	7
G. Preauthorized (Recurring) Transfers and Stop Payments .....	7
H. Disclosure of Card Information to Third Parties .....	7
I. Notice of Your Rights and Liabilities .....	7
GENERAL ACCOUNT TERMS .....	7
A. Loading Your Card (Deposits) .....	7
B. Withdrawals, Transfers and Other Charges .....	8
C. Your Responsibility to Repay Overdrafts .....	8
D. Setoff and Security Interest .....	8
E. Canceling Your Card .....	8
F. Other Legal Terms (including Arbitration) .....	9
G. Starbucks Rewards Program .....	13
HOW TO CONTACT US .....	14
PRIVACY NOTICE	

## DEFINITIONS

Here are some important terms that we use throughout this agreement:

**Account:** The financial tool with which we measure the balance on your Card. While your account is not a deposit account established in your name, the funds on your Card are held by us in a subaccount established for the Card program and are covered by FDIC insurance. You may only have one Card associated with an account at any one time. If your Card is closed (for example, because it is lost or stolen) we may issue a new Card connected to the same account. We may refer to your Card by an account number, which is different than your Card number, for accounting purposes only.

**Available balance:** Your previous day's balance plus any pending credit transactions (excluding pending Card purchase returns), minus:

- Pending charges such as Card purchases, electronic payments or other transactions that we are legally obligated to pay or have already paid,
- Any holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

**Business day:** Every day except Saturdays, Sundays and federal holidays.

**Card or Starbucks Rewards Visa Prepaid Card:** The reloadable general-purpose prepaid card issued to you.

**Hold on your account:** Any amount of money that is in your balance but that you cannot withdraw because of delayed funds availability, a court order or other reasons. A hold may be placed for more than your balance.

**Item:** Any amount that is added to or subtracted from your balance such as any load, Card purchase, fee or charge.

**Load:** Adding funds (depositing) to your balance.

**Overdraft/Overdrawn:** A negative balance, or the amount by which all the items presented to us on a business day exceed the available balance.

**PIN:** A four-digit personal identification number that you either select or request from us for your Starbucks Card. You can use a PIN with a purchase and to identify yourself to customer service.

## ELECTRONIC FUNDS TRANSFER SERVICE TERMS

We provide a variety of electronic funds transfer (EFT) services. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your Card, telephone, or chase.com.

### A. Types of EFT Services

#### 1. Card transactions

We retain the right to limit the number of Starbucks Rewards Visa Prepaid Cards you may have open at any one time. Your account may remain open even if your Card is closed.

You can use your Card as follows:

##### **At participating merchants to:**

- Purchase goods and services (excluding rentals for cars, equipment and furniture). Purchases are subtracted from your balance. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your Card number or expiration date has changed or if your Card has closed. We may also provide the merchant or the participating network your new Card number and expiration date.
- Pay bills using your 16-digit Card number, which can be used on merchant sites that accept Visa® debit cards.

#### 2. Online banking and Chase Mobile

You may use chase.com or Chase Mobile to view your account information or to load funds, by providing your Card information, or by transferring funds from your Chase consumer deposit accounts. We will not authorize a load that would cause your balance to exceed \$10,000. In order to protect you and us, we may further limit your ability to load funds without prior notice. Loads from a debit card or a Chase Liquid® Card must be at least \$25. However, you cannot transfer funds from your Starbucks Rewards Visa Prepaid Card to another Chase account.

You can use the Easy Reload feature to set up reloads when your balance falls below your selected threshold. You will select which card to load from or account to transfer from and the dollar value to be loaded. You will receive an alert to confirm or decline the Easy Reload. We may refuse any attempt to load your Card at our discretion. To enroll, change or discontinue the Easy Reload feature, you can visit chase.com or use the Chase Mobile app.

### 3. Telephone banking

You may use our automated customer service system or speak to us to get your Card information and transfer funds from your Chase consumer deposit accounts to your Card. You must have a valid Card, and a valid password or PIN to use the automated system.

## B. Important Information and Agreements About Your Card

### 1. Authorizations and holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your balance, generally for three business days, for the amount of the authorization. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted.

At gas stations, when you pay at the pump, we may attempt to authorize and hold up to \$50 even if the purchase amount is less than \$50. Depending upon your remaining balance, this could cause a subsequent purchase to be declined.

If the Available Balance on your Card is less than \$50, we may decline the purchase or we may authorize an amount up to your Available Balance. To avoid a declined purchase or a hold greater than the actual purchase, pay for your gas at the cashier. For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants or hotels—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

### 2. Our right to refuse transactions

We can refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If you lock your Card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. Any Card we issue to you will be unlocked when you activate it.

### 3. Foreign exchange transactions

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your card. We will charge a Foreign Exchange Rate Adjustment Fee on the card transaction amount after conversion to U.S. dollars. The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

### 4. Debit or Credit prompts at terminals

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your balance.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

### 5. Safeguarding your Card information

**Keep your PIN confidential. Never give your PIN to anyone, and don't write it down. In addition, to keep your Card information safe:**

- Use a PIN that others can't easily figure out.
- To change your PIN (or if you forget your PIN), request a new PIN at [chase.com](https://chase.com), or call us.

**Protect your Card as you would a credit card or cash.**

**Notify us immediately if your Card is lost or stolen, or if you discover any other error.** The sooner you report a problem, the sooner we can take precautions to ensure your Card isn't misused.

### **C. Limitations on Transfers, Amounts and Frequency of Transactions**

To protect your balance, we place dollar limits on Card purchases, even if your available balance is higher than the daily limit.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we'll notify you if we do).

Additionally, you may not use your Card for the following:

- Cash back with a purchase;
- Cash advances (at a Chase branch or another financial institution);
- Check writing;
- Person to person payments and transfers by providing your account and routing number, such as Chase QuickPay with Zelle;
- ACH transactions (such as direct deposit of payroll and a one-time or recurring payment to a utility company);
- Wire transfers (incoming and outgoing);
- Transactions or services at any ATM or at a Chase branch; including cashing checks without a fee;
- Chase Online Bill Pay; and
- Transfers from your Card to another deposit account, except when closing your Card.

Your Card will be restricted if we consider it to be inactive or dormant.

### **D. Receipts and Statements**

You will receive or have the option to receive a receipt at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

We will make available for your review a monthly paperless statement through chase.com or Chase Mobile, which will show all transactions for the statement period. The monthly "statement period" may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your statement period will be on your statement. We will not provide a monthly paper statement on a regular basis. However, at your request, we can mail you a paper copy of your monthly statement to your home address. We will make the statement available to you on the day we notify you that the paperless statement is available. If your email address is not valid, the statement will be considered available to you on the day we generated it. We may send you other notices related to your Card and some may be in paper form. We may send you notices that are not specific to the Starbucks product and may reference features and services that do not apply, such as using our branches. We may change your mailing address of record if we receive a notice of address change from the U.S. Postal Service, or if we receive information from another party in the business of providing correct address information, that the address in our records no longer matches your address. If we do so, we will notify you.

### **E. In Case of Errors or Questions About Your Electronic Funds Transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, see the How to Contact Us section. We must hear from you NO LATER than 60 days after we sent you, or made available, the FIRST statement on which the error appeared.

Please provide us with the following:

- Your name and Card or account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 90 days to investigate your complaint or question. If we do this, we will credit your balance within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you obtained your Card less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do so and do not receive it within 10 business days, we may not credit your balance.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **F. Our Liability for Failure to Complete Transactions**

If we do not complete a transaction on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law.

## **G. Preauthorized (Recurring) Transfers and Stop Payments**

You may use your Card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop a recurring payment by telephone before the scheduled date by providing us the exact card number. We will close your Card and open a new one to replace it.

We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

## **H. Disclosure of Card Information to Third Parties**

Information about your Card or the transactions you made will be disclosed to third parties:

- To Starbucks;
- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;
- To comply with government agency, arbitration or court orders;
- With your written permission;
- As permitted by our Privacy Notice.

## **I. Notice of Your Rights and Liabilities**

Tell us AT ONCE if you believe your Card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum. If you tell us within two business days, you can lose no more than \$50 if someone used your Card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500.

If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

### **Special Provisions for Card Transactions (Zero Liability Protection):**

You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, or on the Internet, if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or Card, where you have given someone else your Card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days.

## **GENERAL ACCOUNT TERMS**

### **A. Loading Your Card (Deposits)**

#### **1. Transactions in a foreign currency**

Any transaction we conduct for you in a foreign currency will use an exchange rate. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to your account. You should expect that these rates will be less favorable than rates quoted online or in publications.

## **B. Withdrawals, Transfers and Other Charges**

### **1. Withdrawals and transfers from your Card or account**

We may subtract from your balance the amount of any purchase, withdrawal or other item that you or any person you authorize created or approved. We may require you to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. We will not issue you checks, and you are not permitted to write checks drawn on your Card or account. We will not pay checks if you attempt to do so.

### **2. Fees**

You agree to pay all fees outlined in this agreement. We may subtract these fees from your balance, even if the fee makes your balance negative.

### **3. Death or incompetence**

We will treat your account as if you are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence, we may freeze your balance or refuse to accept transactions, and reverse or return deposits. We are not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax.

If you authorize any transaction, but it's not presented for payment until after your death or incompetence, we are still authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death.

## **C. Your Responsibility to Repay Overdrafts**

Your balance may at times be less than \$0, but you will not be charged overdraft fees. You agree not to use your Card to make purchases that exceed your Available Balance and you understand that such purchases will ordinarily be declined. You must immediately pay the amount of any overdraft. We also may report you to credit reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. You authorize us to use the money from any subsequent deposits to your Card to pay any overdraft.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

## **D. Setoff and Security Interest**

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, your balance to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds credited to your balance to pay all or part of the debt. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. The right of setoff does not apply if the debt is created under a personal credit card plan.

## **E. Canceling Your Card**

Either you or we may cancel your Card and close your account at any time, for any reason or no reason without prior notice, including if your balance is zero or negative. Please destroy the card once your account is closed. We are not required to close your Card if you have pending transactions or the balance is negative. In those cases, we will restrict your Card and account against all future transactions until pending transactions are paid and the balance is no longer negative.

We may send you written notice that we have closed or will close your Card and return the balance less any fees, claims, setoffs or other amounts if the remaining amount is more than \$1. After your Card is closed, we have no obligation to accept deposits or pay any outstanding items. We will have no liability for refusing to honor any items drawn on a closed Card.

We have the right to advise consumer reporting agencies and other third party reporting agencies of Cards closed for misuse, such as overdrafts.



## **F. Other Legal Terms**

### **1. Telephone and electronic communication**

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your mobile number, we have your permission to contact you at that number about all of 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.

If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

### **2. Restricting your Card; blocking or delaying transactions**

There are many reasons we may decline or prevent transactions to or from your Card, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to your Card. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Card, or we may remove funds from your Card to hold them pending investigation, including in one or more of the following circumstances:

- Your Card is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Card ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying, in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may limit loads to or purchases from your Card during any period of time in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

### **3. No waiver**

If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

### **4. Changes to the agreement**

We may change the terms of this agreement, including fees and features of your account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

We may direct you to chase.com for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your account after the effective date of any change, you agree to the change.

### **5. Rules governing your account**

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services, are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you applied for the account by mail, digitally, or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state.
- In all other cases your account will be governed by Ohio law.

Any provision of this agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

## **6. Research, legal process and requests for information**

If we receive any legal process relating to you or your account and its balance, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process.

If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your account, we may charge you a Research Fee less any amount we are paid by the person issuing the subpoena before we deliver our response.

## **7. Permitted time for filing a lawsuit**

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws. We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

## **8. Location of legal proceedings**

If you file any lawsuit or other legal proceeding against us that's connected in any way to your account or other services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your account or other services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes resolved by arbitration, the section *Arbitration* governs the process and location of the arbitration proceedings.

## **9. Pre-judgment interest rate**

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the lowest generally available rate for a personal interest-bearing checking account.

## **10. Arbitration**

You and we agree that upon the election of either of us, any dispute relating in any way to your Card, account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

### ***What claims or disputes are subject to arbitration?***

Claims or disputes between you and us about your account, Card, other transactions and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement or the advertising, the application for, or the approval or establishment of your Card are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to 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.

***Can I (customer) cancel or opt out of this agreement to arbitrate?***

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of your Card being issued. If you want to opt out, call us at 1-800-935-9935. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your Card is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

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

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

***Does arbitration apply to Claims involving third parties?***

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

***How does arbitration work?***

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization 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 this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable 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 FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

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

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. 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, you may request that we pay or reimburse them, and we will consider your request in good faith.

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

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings 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.

**11. Assignment of agreement and successors**

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. Your account is a sole owner account for personal purposes, which means you can't add a joint signer, a beneficiary, power of attorney, or have any other form of ownership. No assignment will be valid or binding on us, and we won't be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

**12. Authorization to share information**

You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

**13. Referrals**

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors, who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

**14. Illegal activities**

You will not use your Card to conduct transactions relating to unlawful Internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

**15. Abandoned property**

Each state has laws that govern when accounts are considered abandoned and when we're required to send a customer's funds to the state.

**16. Our responsibility to obtain personal information**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. We require the following information or documents as a condition to your opening an account: your name, residential address, date of birth, Social Security number, driver's license or other identifying documents. Our policies may require additional information about you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that you are not covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

**17. Disputing information reported to a consumer reporting agency**

If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address in the How to Contact Us section. Provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

## **G. Starbucks Rewards Program**

### **Rewards**

This agreement governs the receipt of Stars in connection with the use of your Starbucks Rewards Visa Prepaid Card and is in addition to the Starbucks Rewards Terms of Use that govern your participation in the Starbucks Rewards Program available on Starbucks.com. If your membership in the Starbucks Rewards Program is terminated for any reason by you or Starbucks, you'll no longer be eligible to use the Stars you've earned in this program. If there is a conflict between this agreement and the Starbucks Rewards Terms of Use as it relates to the Starbucks Rewards Program, that agreement will govern.

### **How you can earn Stars**

To earn Stars you must be a Starbucks Rewards member. You will earn one star for every \$10 in purchases made with your Card, including when loading your Starbucks Stored Value Card with your Starbucks Rewards Visa Prepaid Card. We may offer you ways to earn Bonus Stars through this program or special promotions. You'll find out more about the number of Bonus Stars you can earn and any other terms at the time of the offer.

At the close of each monthly statement period, Stars are earned based on the purchases made and posted, plus any Bonus Stars posted, minus any returns or refunds. If you have more returns or refunds than Stars earned from purchases or bonuses, then Stars will be deducted from your total Stars balance and may result in a negative Stars balance. Stars may be impacted by transactional or categorical rounding. You'll see Stars you've earned from Card purchases on chase.com, Chase Mobile, and on your monthly statement.

Stars earned during a monthly statement period will be automatically transferred to Starbucks after the end of each period. Starbucks will credit your Starbucks Rewards balance within 14 days of your statement period date. Chase's sole obligation concerning the transfer and redemption of Stars is to make a valid request to Starbucks to transfer Stars earned with the Card to your associated Starbucks Rewards Program account. Chase disclaims liability or responsibility for Starbucks' failure to award or redeem Stars associated with your Starbucks Rewards Program account after Chase has met its obligations to Starbucks in connection with such a request.

For additional information on Stars and the Starbucks Rewards Program, including how to redeem your Stars, please see the Starbucks Rewards Terms of Use available on Starbucks.com.

## *How to contact us:*

<b>Main phone number:</b>	1-888-842-8697
<b>Deaf and Hard of Hearing:</b>	We accept operator relay calls
<b>International Calls:</b>	1-713-262-1679
<b>Website:</b>	chase.com
<b>Electronic Funds Transfers (EFTs):</b>	<p>In case of error or questions about your EFTs, or if you believe your Card has been lost or stolen, call us at 1-866-564-2262 or write to:</p> <p>Chase PO Box 659809 Mail Code TX3-7849 San Antonio, TX 78265-9109</p>
<b>To Dispute Information Reported to a Consumer Reporting Agency:</b>	<p>JPMorgan Chase Bank, N.A. PO Box 182108 Internal Mail OHW-1000 Columbus, OH 43218</p>
<b>All Other Written Correspondence:</b>	<p>JPMorgan Chase Bank, N.A. PO Box 659754 San Antonio, TX 78265-9754</p>



FACTS	WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ account balances and transaction history</li> <li>▪ credit history and payment history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>▪ Call 1-888-868-8618 - our menu will prompt you through your choice(s). For operator relay assistance, first dial 711.</li> <li>▪ Chase Sapphire® customers please call 1-800-493-3319.</li> <li>▪ <b>Visit us online:</b> <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a>.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	<ul style="list-style-type: none"> <li>▪ Call 1-888-868-8618 - our menu will prompt you through your choice(s). For operator relay assistance, first dial 711.</li> <li>▪ Chase Sapphire® customers please call 1-800-493-3319.</li> </ul>
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**Who we are**

<b>Who is providing this notice?</b>	The JPMorgan Chase & Co. family of companies. A partial list of its U.S. consumer financial companies is located at the end of this document.
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**What we do**

<b>How does Chase protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
<b>How does Chase collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ open an account or make deposits or withdrawals from your account</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include categories of companies such as insurance companies</i></li> </ul>

**Other important information****State laws:**

VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.

NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, Chase Sapphire® customers please call 1-800-493-3319, or by writing to us at P.O. Box 659752, San Antonio, TX 78265-9752.

For more information, contact us at the address above, or email [Privacy.Info@JPMChase.com](mailto:Privacy.Info@JPMChase.com), with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us)

CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.

**Who is providing this notice?**

JPMorgan Chase Bank, N.A.  
J.P. Morgan Securities LLC

Chase Insurance Agency, Inc.  
Chase Bank USA, N.A.

Chase Bankcard Services, Inc.

Separate policies may apply to customers of certain businesses, such as J.P. Morgan Private Bank.