

**INFORMATION BOX - JPMORGAN CHASE BANK, N.A.**  
**Marriott Rewards® Premier Visa® Card**

Annual Interest Rate	These rates are currently in effect as of the date of your application: Purchases: 19.99% Cash Advances: 19.99% (includes Balance Transfers and Convenience Cheques)														
Interest-free Grace Period	You will benefit from an interest-free grace period of at least 21 days on new purchases of goods or services on your card if you pay the outstanding balance owing on your statement in full by the due date (1). There is no interest-free grace period for cash advances, balance transfers, convenience cheques, cash-like transactions and applicable cash advance fees.														
Minimum Payment	Is the greater of A. \$10.00 or B. 1% of the New Balance shown on your statement plus (if applicable) all new Interest Charges and any Over the Credit Limit Fee. <b>PLUS</b> (if applicable) Low Interest Program Payments, Insurance Premiums, Past Due Amounts and any amount over your Credit Limit (2). If your balance is less than the above, the Minimum Payment will equal the balance.														
Foreign Currency Conversion	<u>Foreign Currency Conversion:</u> We will bill you in Canadian Currency if you use your account to make a transaction in foreign currency. We will convert it into Canadian currency at the exchange rate set by Visa International in effect at the time we post the transaction to your account. This exchange rate may be different from the rate in effect on the transaction date. <u>Foreign Currency Transaction Charges:</u> We will not charge you any additional foreign currency conversion charge.														
Annual Fees	\$120.00 Waived for the 1 <sup>st</sup> year; charged annually thereafter (whether your card is activated or not) on your statement anniversary date.														
Other Fees	To be charged on the day the transaction occurs: (unless otherwise indicated) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Cash Advance</td> <td>1.0% of the Cash Advance amount, minimum \$5.00</td> </tr> <tr> <td>Dishonoured Cheque</td> <td>\$25.00</td> </tr> <tr> <td>Fast Card*</td> <td>\$20.00</td> </tr> <tr> <td>Over the Credit Limit</td> <td>\$25.00</td> </tr> <tr> <td>Extra Copy of your monthly statement</td> <td>\$2.00 per statement</td> </tr> <tr> <td>Copy of sales draft</td> <td>\$4.00 per item. No charge if our error</td> </tr> <tr> <td>Credit balance administration</td> <td>The lesser of \$25.00 or the amount of your credit balance. This fee will apply to accounts which have inactive credit balances for a period of at least 12 months and will be assessed annually thereafter.</td> </tr> </table>	Cash Advance	1.0% of the Cash Advance amount, minimum \$5.00	Dishonoured Cheque	\$25.00	Fast Card*	\$20.00	Over the Credit Limit	\$25.00	Extra Copy of your monthly statement	\$2.00 per statement	Copy of sales draft	\$4.00 per item. No charge if our error	Credit balance administration	The lesser of \$25.00 or the amount of your credit balance. This fee will apply to accounts which have inactive credit balances for a period of at least 12 months and will be assessed annually thereafter.
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\*Charged when a replacement Card is sent by courier within 72 hours at the Cardholder's request.

(1) Interest Free Grace Period: The number of days between the Statement Date and the Payment Due Date shown on your account statement is the Grace Period for new purchases of goods and services on that account. Interest will accrue on the new purchases of goods and services from their transaction date(s) if the New Balance amount on the account statement on which these transactions first appear is not paid in full by the said Payment Due Date. Interest is charged on cash advances, balance transfers, convenience cheques, cash-like transactions and applicable cash advance fees from the date of the transaction until paid in full.

(2) Minimum Payment: Minimum Payment is specified on each account statement.

Lost or Stolen Cards: If your card is lost or stolen, you will not be liable for unauthorized use of your Card. Once you notify us that your Card is lost or stolen, you will not be liable for any subsequent unauthorized transactions entered into through the use of your Card. However, you must identify for us the unauthorized charges from which you received no benefit.

Statement Frequency: Monthly (subject to exceptions permitted by law).

If you have a question or concern about your account, please contact us at:

Cardmember Services in Canada & the U.S.: English: 1-866-705-6755  
French: 1-866-705-6777  
International (call collect): 1-416-332-2588

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## **JPMORGAN CHASE BANK, N.A. MARRIOTT REWARDS® PREMIER VISA® CARD CARDMEMBER AGREEMENT**

### **ACCEPTANCE OF THIS AGREEMENT**

This agreement sets out the terms and conditions under which we will provide credit to you through the use of one or more accounts which were opened when you obtained your Marriott Rewards Premier Visa credit card. This agreement replaces all earlier agreements relating to the Card. Please read the entire agreement and keep it for your records. This agreement may also be referred to as the Cardholder Agreement in the future.

Please also refer to the Information Box which accompanies this agreement and to all other disclosure documents which we provide to you from time to time. Throughout this agreement, the word "Card" means the Marriott Rewards Premier Visa credit card(s) issued by Chase to you. The word "Card" also includes any other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement. Throughout this agreement, the words "we", "us", "our" and "Chase" mean JPMorgan Chase Bank, N.A., the issuer of your credit card and account. The words "you" and "your", mean you and any person who has been authorized by you to receive and use the Card.

If at your request, we used your account to issue supplementary Cards to others, "you" will also mean each one of you. All of you individually and together agree to be bound by this agreement. In addition, this agreement will be binding on your personal and legal representatives.

Please sign the back of your Card when you receive it. You will be bound by this agreement even if you don't sign your Card. If we have issued a Card to you; provided you with a renewal or replacement Card; or provided you with convenience cheques, and you keep or use the Card or convenience cheques, it means that you understand and agree to be bound by the terms of this agreement. You also agree to the terms of our privacy policy which has been provided to you. Your application for a Card, the disclosure statement which accompanies this agreement and all other disclosure documents which we provide to you form an integral part of this agreement.

The terms of any optional financing program, as described below, also form an integral part of this agreement.

### **USING YOUR ACCOUNT**

Provided that your account is in good standing, you may draw on it by using your Card wherever the Card is accepted and up to the maximum amount we have set as your credit limit. You promise to use your account only for valid and lawful transactions. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible. You authorize us to pay for and charge your account for all transactions made on your account.

### **Types of Transactions**

- **Purchases:** You may use your Card to pay for goods or services.
- **Convenience Cheques:** We may provide you with convenience cheques as a way to use your account. All transactions using convenience cheques will be treated as cash advances and will be subject to the terms of this agreement that apply to cash advances.
- **Cash Advances:** By using the Card together with a Personal Identification Number (PIN), you may also obtain cash advances at any automated bank machine (ABM) that allows you to use the Card. You may also obtain cash advances from financial institutions, businesses or merchants that accept the Card. If your Card is used to obtain a cash advance, you are deemed to have authorized the transaction. Cash advances will be defined to include convenience cheques, balance transfers, any other cash like transactions or charges (e.g. tax payments) and applicable cash advance fees and will be treated as cash advances under this agreement. Cash advances are not purchases of goods and services on your Card and are not eligible for an interest-free grace period.
- **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lender to your Card, or other balance transfers we allow. But you may not transfer balances to your Card from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial

balance transfer up to your available credit limit. All balance transfers will be treated as cash advances and will be subject to the terms of this agreement that apply to cash advances.

#### Mail, Telephone or Internet Purchases

If you incur debt on your account without presentation of your Card (such as for mail or internet orders or telephone purchases), your obligation to us will be the same as if the Card was used and a sales draft was signed by you.

#### Authorized Users

If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

You may request an additional card for use by an authorized user on your account. If you do so, this account may appear on the credit report of that authorized user. If you have previously authorized someone to use your Card or convenience cheques, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by that person's unauthorized use of your Card. You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards with a different account number. You should also recover and destroy any cards, convenience cheques or any other means of access to your account from that authorized user.

You consent for us to communicate (verbally, in writing or otherwise) with any authorized users regarding matters pertaining to the authorized user and their Card.

#### Not Exceeding Your Credit Limit

You agree that your debt will not exceed the credit limit of the account. The credit limit will be indicated in a separate disclosure document and/or on your monthly statement. You may ask for a credit limit increase by calling toll-free:

Canada and U.S. (English): 1-866-705-6755

Canada and U.S. (French): 1-866-705-6777

International call Collect 1-416-332-2588

If you exceed your credit limit you will be subject to an over credit limit fee as set out in the disclosure statement. We may, but are not required to, authorize charges that go over your credit limit. You must pay any amount over your credit limit immediately if we ask you to. This agreement applies to any balance over your credit limit.

Subject to applicable law and at our discretion, we may increase, reduce or cancel your credit limit or allow you to exceed your credit limit without giving notice to you. From time to time we may assess your account to determine your eligibility for credit limit increases. Where we determine in our discretion that you are eligible for a credit limit increase, where permitted by law, you hereby give us your express consent to increase your credit limit to such amount we determine you are eligible to receive. However, if you ask us not to do so, we will not increase your credit limit. A change to your credit limit will not affect your obligation to pay us. We reserve the right to refuse to honor any use of the Card or convenience cheques which would cause you to exceed your credit limit.

#### Transactions in Foreign Currency

We will bill you in Canadian currency for debts incurred in a foreign currency. We will convert your Card transactions into Canadian currency at the exchange rate set by VISA in effect at the time we post the transaction to your account. This exchange rate may be different from the rate in effect on the transaction date. If you use your Card for a transaction in a foreign currency, which is subsequently cancelled and you have been given a credit receipt, the two transactions (the charge and the credit) may not exactly balance if by the time we receive information about the credit receipt the exchange rate set by VISA has changed. Once the credit has been processed, you will be required to pay any remaining balance of the transaction cost resulting from an exchange rate differential. The same process and charges may apply if an international transaction is reversed.

#### Refusal to Authorize Transactions

We may, but are not required to, decline a transaction on your account because of operational considerations, because your account is in default, to protect against potential fraudulent or unlawful activity, or in our discretion, for any other reason. The Card from time to time will not work in certain foreign countries that may be subject to sanctions or other legal restrictions. Call the number on the back of your Card for a current list of subject countries prior to travelling.

Should a transaction on your account be declined either by us or a third party, even if you have sufficient credit available, we cannot be responsible for any losses that may result.

For online transactions, we may require that you register your account with an authorization system in order to protect you and us. We will notify you if we want you to register. If you do not register, we may not be able to honour your online transactions.

#### Loss, Theft or Unauthorized Use

You will inform us immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your Card, account number, PIN or convenience cheques. You agree that we will consider that all transactions have been authorized by you until you advise us otherwise. The toll-free numbers to call are:

Canada and U.S. (English and French) 1-800-288-9965

International call Collect 1-416-332-2588

If your Card is lost or stolen, you will not be liable for unauthorized use of your Card. Once you notify us that your Card is lost or stolen, you will not be liable for any subsequent unauthorized transactions entered into through the use of your Card. However, you must identify for us the unauthorized charges from which you received no benefit.

#### Keep Your PIN Confidential

You agree to keep your PIN confidential and separate from your Card at all times.

#### Ownership of Card

At all times, the Card remains our property and you do not have the right to assign or transfer your rights and obligations under this agreement, your account or any Cards to anyone else.

#### Observing Your Card's Expiry Date

If the Card contains an expiry date, you agree not to use it or any convenience cheques after such expiry date. If they are used, you agree to pay any debts that are incurred.

#### Automated Banking Machines

The availability of ABM services and the cash advance amount you can withdraw each day may vary from time to time and without prior notice to you. We are not liable if ABM services are not available or for any loss or damage you may suffer because of your use of an ABM.

### PAYMENTS

#### Providing You with Account Statements

We will send you a monthly account statement if there have been transactions during the last month or if you owe us any money on the account. The number of days covered by each account statement may vary (normally between 28 and 33 days) as a result of several factors, including holidays, weekends and the different number of business days in each month. We will send account statements only to the primary account holder. Notwithstanding the above, we may not send you a monthly account statement and instead only send you a statement once in a 3 month period, either in respect of that period or in respect of the last month of that period, if, during this 3 month period with respect to your account: (i) there have been no advances or payments; (ii) there is an outstanding balance of less than \$10.00; and (iii) no interest or fee is being charged or accrued.

#### Repaying Your Debt

When you access your account in a manner that we permit, or when you authorize others to use it, you will incur a debt. We will add interest, service fees and other applicable charges (which are set out in the disclosure statement) to your debt and these amounts will form part of your debt. You agree to repay all debt you owe to us in the manner required by this agreement.

#### Your Account In Good Standing

When you incur debt on your account, we will send you an account statement which will indicate the Payment Due Date. If you do not repay your debt in full by the Payment Due Date, you agree to make the Minimum Payment which we will indicate on your account statement. In order to keep your account in good standing, you will be required to pay the Base Payment (which is equal to the greater of \$10.00 or 1% of the New Balance shown on your account statement PLUS any Over the Credit Limit Fee and new Interest Charges) indicated on your account statement. Failure to pay this amount may impact your ability to use your Card and any promotions or optional financing programs you may have with us.

#### Applying Your Payments

For any account statement where different annual interest rates apply to different amounts billed and owing on that account statement, any payment by you that is greater than the Minimum Payment set out in that account statement will be allocated among those amounts in the same proportion as each amount bears to the outstanding New Balance on the account statement. We reserve the right, subject to applicable law, to change the order in which we apply payments without notice to you.

#### Applying Credit Receipts

If you use your Card or convenience cheques for a transaction which is subsequently cancelled and you are given a credit receipt, as soon as we receive that information we will reduce your debt by the amount shown on the credit receipt.

#### Credit Balances

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account. We will not pay you interest on any credit balances.

#### Right to Offsets

If you have more than one account with us, and if any one of your accounts is not in good standing you agree that we may offset your credit balance against the balance of the account which is not in good standing.

#### Pre-Authorized Debits

You may authorize a third party to automatically charge your account for repeat transactions by way of a pre-authorized debit (for example, monthly utility charges, memberships and insurance premiums). If pre-authorized debits are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you authorized to be billed to your old account number.

#### **Making Payments during Postal or Other Interruptions**

You agree to continue to make payments even if we are delayed in or prevented from sending your account statement to you for any reason, including any postal interruption. During any such delay or interruption, you must contact us at least once a month to obtain the information required to meet your payment obligations under this agreement and to keep your account current and in good standing. When you contact us, we will let you know where you may pick up or obtain information about your account statement. Your account statement will be considered to have been delivered to you on the day it is available for pick up by you, whether or not you do so.

#### **Promotions**

From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

#### **INTEREST RATES, SERVICE FEES AND OTHER CHARGES**

For each Card we will tell you the applicable interest rates, service fees and other charges on the disclosure statement. Each month, you are required to pay at least the minimum monthly payment plus any past due amounts by the payment due date, as indicated on your monthly billing statement. If we change any of these rates and amounts or any of the terms of this agreement, we will give you prior written notice as required by law.

#### **Charging Interest on Purchases**

We will not charge interest on new purchases of goods or services made on your Card during the Statement Period shown on your account statement on which the purchases of goods and services first appear if you pay the outstanding New Balance on or before the Payment Due Date (each as shown on your account statement). Interest at our current annual interest rate for purchase transactions will accrue on the new purchases of goods and services from their transaction date(s) to the date it is repaid in full if the New Balance amount on the statement on which these transactions first appear is not paid in full by the said Payment Due Date.

#### **Charging Interest on Cash Advances**

We will charge you interest on each cash advance transaction as defined by this agreement, from the transaction date to the date it is repaid in full. There is no grace period for cash advance transactions. There is no interest-free grace period for cash advance transactions and applicable cash advance fees.

#### **How We Calculate the Interest on Your Debt**

Interest on your debt is calculated using the average daily balance method. Your average daily balance is calculated at your statement period's end by adding together the balance at the end of each day, then dividing the total by the number of days in the statement period. To calculate the interest charged for the month, you multiply the average daily balance by the daily interest rate (obtained by taking the annual interest rate and dividing by the number of days in a year (365)); then you multiply the result by the number of days in the statement period. If there are different daily interest rates, each rate is multiplied by the portion of the interest-bearing debt to which it applies. Interest charges are payable both before and after you default or we obtain a judgment for any amount that you owe us.

#### **DEFAULT/COLLECTION**

We may close your account and require you to return your card and to pay your total debt immediately and without prior notice if you become insolvent, bankrupt or do not carry out your obligations under this agreement, including making any payment when it is due. If we require the legal services of a third party to collect the debt you owe to us, or to retrieve the Card or convenience cheques from you, we may add the cost of these legal services to your debt and you agree that you will pay us all of these costs relating to the collection or retrieval which we may incur. We may delay enforcing our rights under this Agreement and may accept later payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under amounts that you owe to us on the account. Where permitted by applicable law, in the event that we seek to communicate with you in order to collect payment of any debt that you may owe to us on your account, for purposes of collecting such debt you hereby: (i) provide us with your express consent to contact or attempt to contact any member of your family or household or any relative, neighbor, friend or acquaintance of yours including contact outside of any prescribed calling days or hours; (ii) authorize us to contact your employer or contact you at your place of employment; and (iii) in the event that you advise us by registered mail that you are disputing the debt and intend to take the matter before a dispute resolution body or advise that You are prepared for us to take the matter to court, consent to us continuing our communications with you if either you have not taken the matter before a dispute resolution body or if we decide not to take the matter to court, in each case within 30 days of the date of your original advice to us.

#### **CLOSING YOUR ACCOUNT**

You can cancel this agreement and close your account at any time by advising us in writing. We also may withdraw your rights with respect to the account for any reason, at any time, without notice to you. If you cancel this agreement or if we withdraw your rights, you must immediately pay all debt and destroy the Card and any convenience cheques or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account, even if they are made or processed after your account is closed and you will be required to pay the outstanding balance on your account according to the terms of this agreement. Until you pay us the debt in full, this agreement will remain in effect. If your account remains inactive (e.g. there is no outstanding balance on your account and there have been no transactions or charges on your account) for such period as we may determine from time to time, we may close your account and you will be required to reapply for a new account.

#### **NOTICES/CHANGES OF INFORMATION RELATING TO YOU**

We will send cards, account statements and other notices to you at the address shown in our files. If you change your name, address or other information that we may need to keep our records up to date, you will tell us in writing, or by any other means which we may

permit.

#### **CHANGING THIS AGREEMENT**

We can change this agreement, the disclosure statements (including the rates of interest, service fees and other charges), or the terms of any optional financing programs that we make available with the account, by providing at least 30 days written notice to you at the last address you gave us in writing. When we give notice to you, we consider that we are giving notice to all persons who at your request have been issued a supplementary Card under your account. Therefore, it is your responsibility to advise such persons. If your Card is used or any debt remains unpaid after the effective date of a change, it will mean that you have agreed to the change.

#### **TELEPHONE MONITORING AND RECORDING**

We, and if applicable, our agents, may listen to and record your telephone calls with us for our mutual protection and to Confirm our discussions and agreements with you. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

#### **ERRORS IN YOUR ACCOUNT STATEMENT**

You are responsible for reviewing your account statement and each entry and balance recorded on it. If you believe there is an error or omission on any account statement you must notify us in writing within 30 days from the statement date. If you do not notify us within such 30 day period, we will treat the account statement as complete and correct.

#### **PROBLEMS WITH PURCHASES**

If you have a problem with a business or merchant regarding any product or service purchased with your Card or convenience cheques, you must still pay the debt (including any interest charges) that you incurred on your account and settle the problem directly with the business or merchant.

#### **REWARD PROGRAM**

You understand that the Marriott Rewards Premier Visa Card reward program is governed by a separate agreement and that Chase has no obligations to you and no liability to you for damages that may arise in connection with the Marriott Rewards Program.

#### **QUESTIONS OR CONCERNS ABOUT YOUR ACCOUNT**

If you have a question or concern about your account, please Contact us by telephone toll-free at:

Canada and U.S. (English) 1-866-705-6755

Canada and U.S. (French): 1-866-705-6777

International call Collect 1-416-332-2588

Or in writing at:

JPMorgan Chase Bank, N.A.

Attention: Customer Service

P.O. Box 9435, Station "T"

Ottawa, Ontario K1G 3V1

#### **RESOLVING YOUR COMPLAINT**

We value providing great service

At Chase Card Services, we will handle your concerns efficiently, professionally and respectfully. Providing outstanding client services is our priority and if you are not satisfied we want to know about it. We encourage you to contact us, either by telephone, email, mail or fax.

##### **Step One: Contact our Cardmember Services Staff**

If you have a concern, please call our Cardmember Services staff using the number on the back of your card. If you do not have your card near by, please visit the Customer Service section on [www.chase.ca](http://www.chase.ca) for our contact numbers. If the Cardmember Services staff is not able to resolve your concern, your concern will be referred to a Supervisor.

##### **Step Two: Contact our Executive Office Team**

If our Cardmember Services staff or appropriate department Supervisor has not adequately addressed your concern, please contact our Executive Office team at:

Mail

Chase Canada Card Services Executive Office

P.O. Box 9435, Station 'T'

Ottawa, ON K1G 3V1

Fax

613-748-6458

Chase Canada is committed to maintaining the confidentiality of our customers' personal information. Therefore, we ask that you do not send confidential or personal information such as social insurance number, date of birth, or account number to us via email or fax. If you prefer to include personal information, please enroll in Chase Canada's Online secure account management website [www.online.chasecanada.ca](http://www.online.chasecanada.ca) to send us a secure correspondence.

We will contact you in writing or by phone when we have received your complaint. Once you have made a complaint you can follow up on its status by calling the number on the back of your card.

### Step Three: Write to the JPMC Ombudsman Office

If, after speaking with our Cardmember Customer Services staff and our Executive Office team, you feel your concern still remains unresolved, please write to the JPMorgan Chase Ombudsman Office at:

#### Mail

JPMC Ombudsman Office  
Attention: Deputy Ombudsman  
JPMorgan Chase Bank, N.A.  
2220 Walkley Rd, 1st Floor  
Ottawa, ON K1G 5L2

#### Fax

1-877-919-3589

### Step Four: Contact the Ombudsman for Banking Services and Investments

If the JPMC Ombudsman Office is unable to satisfy your concern or if the Executive Office has taken more than 90 days to resolve your complaint, you have the right to contact the Ombudsman for Banking Services and Investments at:

#### Mail

Ombudsman for Banking Services and Investments (OBSI)  
401 Bay Street  
Suite 1505, P.O. Box 5  
Toronto, ON M5H 2Y4

#### Phone

1-888-451-4519

#### Fax

1-888-422-2865

#### Internet

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
Web: [www.obsi.ca](http://www.obsi.ca)

### Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises all federally regulated financial institutions to ensure they comply with federal consumer protection provisions. It also educates consumers and monitors industry codes of conduct and public commitments designed to protect consumer interests.

For example, we must disclose information about interest rates and service fees and provide you with certain information in your account statement. If you have a complaint about JPMorgan Chase Bank, N.A., you may file a written complaint with the Financial Consumer Agency of Canada at:

#### Mail

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON K1R 1B9

#### Internet

[www.fcac-acfc.gc.ca/eng/](http://www.fcac-acfc.gc.ca/eng/)

### YOUR PERSONAL INFORMATION

Your privacy is important to us. Please see the separate Privacy Policy, which applies to your account relationship with us.

### ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

### ASSIGNMENT

We may transfer any or all of our rights under this Agreement, by way of assignment, sale or otherwise. If we do, we may disclose your personal information and other information concerning your account to anyone to whom we transfer our rights. You consent to us sharing your personal information in this manner.

### GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law's provisions. You agree that Ontario is the appropriate jurisdiction for all actions brought by you or by us in respect of this agreement and the relationship contemplated herein. You also agree that it is appropriate for us to commence an action in Small Claims Court located in Toronto, York Region, Durham Region or Peel Region (all in Ontario) in respect of the recovery of amounts due pursuant to this agreement.

## LANGUAGE

It is the express wish of the parties that this Agreement and any related documents be written in English. Les parties ont expressément demandé que la présente convention et tous les documents s'y rattachant soient rédigés en anglais.

# **JPMORGAN CHASE BANK, N.A. MARRIOTT REWARDS® PREMIER VISA® CARD PRIVACY POLICY**

JPMorgan Chase & Co. has a long-standing tradition of protecting the privacy of personal information. The Canadian branch of JPMorgan Chase Bank, N.A. ("Chase") has adopted this Privacy Policy to apply to the collection, use and disclosure of personal information in connection with the Marriott Rewards Premier Visa credit card (the "Card") for Canadian customers. This Privacy Policy explains how Chase collects and what Chase does to keep this information secure. We want you to know how we manage that information to serve you and that you have choices about how it is used and shared. This Privacy Policy explains how you can contact us if you have a question about or want to make a change to any personal information that Chase has collected about you in connection with your credit card. We strongly recommend that you take the time to read this Privacy Policy and retain it for future reference.

## What Personal Information We Collect

When you apply for, and/or if you maintain, a Card issued by Chase, you agree that we may collect your personal information from a variety of sources. Here are some examples of the information we collect. From your application, we collect information such as your name, mailing address, email address, telephone number, date of birth, occupation, income, employer, language preference and social insurance number (if provided). We obtain your credit reports and risk assessment scores and analyses from credit bureaus and other third parties, such as your other creditors and other financial institutions with which you do business. We may verify your employment and income with your employer. We use references you provide to verify information you give to us and you authorize your references to verify such information to us. We get information from firms that collect demographic information and track spending patterns.

Please see the "Privacy" section on Chase websites for a description of the information we may collect when you visit our websites.

Once you have been issued a Card, we get information about you from the ways in which you use your Card. We also obtain information from surveys and other question and answer efforts conducted by us and others in which you agree to participate.

We, and if applicable, our agents, may listen to and record your telephone calls with us to confirm our discussions and agreements with you and for quality control purposes. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

## How We Use Your Personal Information

We use your personal information to identify you; evaluate your credit worthiness; evaluate you for alternative credit card programs at the time of application; maintain, service, monitor and collect your account; administer the Marriott Rewards® program; research, develop, manage and improve our services; to detect and prevent fraud and unauthorized or illegal activities and comply with legal requirements.

We also use your information to develop an understanding of your needs and eligibility for products and services, and bring you offers from us, our affiliates, Marriott International, Inc. and its affiliates (collectively "Marriott") and other third parties that we believe will interest you (for more information, refer to "Use and Disclosure for Marketing Purposes" below).

## When We Share or Disclose Your Personal Information

As part of our role as a credit provider, we share your personal information from time to time with credit reporting and analysis agencies, credit bureaus, financial institutions, your employer, and other creditors and entities. This permits the financial system to function efficiently, allows for the detection and prevention of fraud and allows us to continue to offer our services to you.

We may share your personal information with our affiliates, Marriott (described in more detail below) or other third parties engaged to assist us in providing services to you or to carry out one or more of the purposes described above (see "How We Use Your Personal Information"), including for data storage, data and payment processing, credit card or statement production, claims processing, collections, call processing and account administration. We also share your personal information with companies that provide and administer goods and services, such as insurance, membership and Card registry services, which you may have purchased from or through Chase. These service providers and other companies are prohibited from using your personal information for any purpose other than to provide this assistance and are required to protect personal information transferred to them by us and to comply with the general privacy principles described in this Privacy Policy.

We share personal information regarding your credit application (including whether you are approved or declined and if you are approved, your initial credit limit and account reference number) with Marriott Rewards for use in its capacity as the service provider for the Card's electronic application process. If you are approved, unless you withdraw your consent (see "Opting-Out" below), we share information about you and your account with Marriott Rewards, including your name, billing address, telephone number, your Card number and expiry date, account status and information about the ways in which you use your Card. This information is shared with Marriott Rewards for use in connection with the Card program, including to create and update customer records and to assist Marriott in better servicing you and for Marriott marketing purposes.

We reserve the right to disclose personal information to an affiliate or to a third party if a law, regulation, search warrant, subpoena or court order legally requires or authorizes us to do so. Your personal information may be processed and stored in the United States or other jurisdictions by Chase, a service provider or another company in accordance with this Privacy Policy and in certain circumstances courts, law enforcement agencies or regulatory agencies outside of Canada may be entitled to access your personal information under the law of the applicable jurisdiction. We reserve the right to disclose and/or transfer personal information to an affiliate, Marriott Rewards or to another third party in the event of a proposed or actual purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of Chase or of any of the business or assets or shares of Chase or a division thereof in order to make available to you the same products and services from the affiliate or third party. We may disclose your personal information in connection with an assignment of your Card Agreement and your account to affiliates or third parties, who in turn will also have a right of further assignment. These parties may collect, use and disclose your personal information to service and collect your account and to give effect to the assignment of your agreement and account to them.

#### Use and Disclosure for Marketing Purposes

If you have not opted out of the use or disclosure of your personal information for marketing purposes, we may also use your personal information and the contact information (e.g., name, telephone number, and mailing address) you give to us for marketing, including telemarketing, additional goods, services and special offers from us, our affiliates, or our third party business associates (namely, Marriott, and other retailers, financial institutions, financial services companies, auto dealers, auto makers, membership clubs and publishers). We may disclose your personal information, including your contact information to our affiliates and these third party business associates so that they can send you promotional materials and/or telemarket you directly. You may withhold or withdraw consent to the use of your personal information for promotional purposes by us, our affiliates or our business associates (see "Opting-Out" below).

#### Knowledge and Consent

We collect personal information about you only when you voluntarily provide it or authorize us to collect it from a third party. Typically, we will seek consent for the use or disclosure of your personal information at the time of collection. In certain circumstances, consent may be sought after the information has been collected but before use (for example, when we want to use or disclose the information for a purpose that we have not previously identified).

When you apply for a Card, the Card application form includes notices about privacy and requests your informed consent to use the personal information for the purposes stated in the application form. The Card application specifies the purposes for which your personal information may be collected, used or disclosed. Your consent to some of these purposes is required in order to complete the credit transaction (including processing your credit application and administering your Card account), and without your consent to some of these purposes your application cannot be processed and your Card account cannot be maintained. Other purposes are not mandatory, and you may elect to withhold consent to the use or disclosure of your personal information for these purposes (also, if you grant consent you can later withdraw it if you choose – see "Opting-Out" below).

We will not, as a condition of the supply of a product or service, require you to consent to the collection, use or disclosure of information beyond that required to fulfill the specified and legitimate purposes for which the information is being provided.

#### Opting-Out

You may withdraw your consent at any time, subject to legal or contractual restrictions or requirements and reasonable notice. In particular, you can choose not to allow us to use or disclose your personal information (such as your contact information, Card information or information about how you use your Card) for marketing purposes. Please note that withdrawing your consent does not limit the content of our discussions when you contact us. If you wish to withdraw your consent at any time, please contact us as outlined below (see "Contacting Us"). We will inform you of the implications of withdrawing consent at that time.

#### How We Protect Your Personal Information

We take a number of steps to protect your personal information. Here are some examples:

- We keep information under physical, electronic or procedural controls that comply with or exceed governmental standards;
- We authorize our employees, agents and contractors to get information about you only when they need it to do their work for us; and
- We require companies working for us to protect your personal information. In addition, they agree to use it only to provide the services we ask them to perform for us.
- If you have not opted out of the use and disclosure of your personal information for marketing purposes, we require any affiliates and third party business associates to whom we have disclosed your personal information to have appropriate safeguards to protect your personal information.

#### Retention of Your Personal Information

We retain your personal information for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws, and your consent to such purposes(s) remains valid after termination of our relationship with you.

#### Changes to this Privacy Policy

We reserve the right to modify this Privacy Policy at anytime without notice.

#### Accessing, Correcting or Updating Your Information

You can help us maintain the accuracy of your personal information by notifying us of any changes to your information. In order to request access to or correction or update of your personal information, please contact us as outlined below (see "Contacting Us").

#### Contacting Us

For Opting-out, call us toll-free at 1-866-661-6626.

In the event that you wish to contact us for any of the reasons outlined in this Privacy Policy, or if you have any questions or concerns about our Privacy Policy or your personal information, or if you have reason to believe that we may have failed to adhere to this Privacy Policy, you may contact us at:

JPMorgan Chase Bank, N.A.  
Attention: Privacy Officer  
PO Box 9435, Station "T"  
Ottawa, Ontario K1G 3V1

#### Office of the Privacy Commissioner of Canada

If you have a complaint about possible mishandling of your personal information, you have the right to raise that complaint at any time with the Office of the Privacy Commissioner of Canada.

#### Mail

Notification Officer  
Office of the Privacy Commissioner of Canada  
30 Victoria Street  
Gatineau, Quebec  
K1A 1H3

#### Phone

1-800-282-1376

#### Internet

Web: <http://www.priv.gc.ca/>

## **Visa Benefit Guide** **Marriott Rewards® Premier Visa® Card** **Auto Rental Collision/Loss Damage Insurance**

#### Car Rental Insurance with your Marriott Rewards Premier Visa Card

With the Marriott Rewards Premier Visa Card, you can receive collision/loss damage insurance coverage when you use the card to pay the full cost of a car rental.

#### Overview of Collision/Loss Damage Insurance coverage (CLDI)

The VISA Collision/Loss Damage Insurance Program will provide coverage to Cardholders when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using your Marriott Reward Premier Visa Card and the Car Sharing Program's Collision/Loss Damage Insurance is declined.

#### Collision/Loss Damage or Theft

VISA Collision/loss damage insurance pays the amount for which you are liable to the rental agency up to the actual cash value of the rental car should you become involved in an accident or should the car be stolen.

Some car rental agencies require a deposit when you decline the Collision Damage Waiver. When choosing a car rental agency, consider selecting one that offers excellent rates and does not require a deposit because you have declined the collision damage insurance they offer.

CLDI does not cover third party liability, personal injury or damage to personal property.

#### Who is insured

The Insured Person is the cardholder, who presents himself/herself in person at the Rental Agency, pays with a Marriott Rewards Premier Visa Card, signs the rental contract, declines the Rental Agency's Collision Damage Waiver (CDW), or its equivalent, takes possession of the rental vehicle and who complies with the terms of the Visa Collision/Loss Damage Insurance policy.

Any other person(s) who drives the car with the Insured Person's permission is also insured, whether or not their names have been listed on the rental contract at the time the agreement was signed. However, both the cardholder and all other drivers must meet and follow the terms of the rental contract including being legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction(s) where the rented vehicle will be used.

#### Length of Rental

The length of time you rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds

48 consecutive days, coverage will not be provided from the first day onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.

See the enclosed Certificate of Insurance for full details and limitations.

For more information call:  
Canada and US 1-800-847-2911  
Worldwide (410) 581-9994 (collect)

## **Emergency Travel Assistance Service Provided by: Sigma Assistel Travel Assistance Service**

### **Please Note**

The following describes assistance services only, not insurance benefits.

Any payments made by Sigma Assistel on your behalf, will be charged to your Marriott Rewards Premier Visa Card, subject to credit availability, unless alternate arrangements are made by you to reimburse Sigma Assistel Travel Assistance Service.

Assistance coordinators are multilingual and are available 24 hours a day, 365 days a year.

### **1. Medical Assistance Service**

#### **Medical Referrals**

If the cardholder or one of his travelling companions becomes ill or has an accident, Travel Assistance Services will provide the closest Medical facility required by the condition: name and address of a Physician, a Clinic or a Hospital. Travel Assistance Services will also provide translation if required.

The Travel Assistance Services can assist you in arranging payment to emergency medical or hospital service providers.

Full liability of payments made by The Travel Assistance Services on your behalf will rest with you.

### **2. Legal Assistance Service**

#### **Legal Referrals**

If the cardholder or one of his travelling companions is arrested or detained, involved in an automobile accident, commits a civil or criminal offense, or otherwise is in need of legal assistance, the Travel Assistance Service will provide the name(s) of local attorneys, Canadian Embassies or Consulates. The final selection of any legal service provider is your right and responsibility.

In such a case, the Travel Assistance Service will maintain contact with you until you have obtained adequate counsel. If you request it, the Travel Assistance Service will establish and maintain communication with your relatives, friends or business associates.

#### **For Emergency Assistance**

24 hours a day 365 days a year:

In Canada and U.S. Call 1-888-871-3270

In other countries call collect 514-871-3270

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April 28, 2015