Rapid Rewards® Plus Business Card Rewards Program Agreement

Important information about this program and this agreement

- Your Rapid Rewards® Plus business credit card account is issued solely by JPMorgan Chase Bank, N.A. Member FDIC. This Rapid Rewards Plus business card rewards program is offered through Southwest Airlines® and Chase. This document describes how the Rapid Rewards Plus business card rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
  - "agreement" means this document
  - "program" means this Rapid Rewards Plus business card rewards program
  - "account" means your credit card account that is linked to this program
  - "card" means any credit card or account number used to access your account
  - "company" means the business entity that applied for the account and benefits from the purchases made with the card.
  - "we," "us," "our," and "Chase" mean JPMorgan Chase Bank, N.A. Member FDIC and its affiliates
  - "you" and "your" mean the party or parties responsible for the account and for complying with this agreement
  - "authorized user" means anyone you permit to use the account, such as employees
  - "Rapid Rewards" means the Southwest Airlines Rapid Rewards® program operated by Southwest Airlines Co. and governed by the Rapid Rewards Rules and Regulations, available at **Southwest.com/rrterms**
  - "points" are the rewards you earn under this program
  - "purchases" is defined in the section of this agreement titled *How you can earn points*
- Chase may make changes to this program and the terms of this agreement at any time. For example, we may:
  - add new terms or delete terms
  - change how you earn points in this program
- Chase may temporarily prohibit you from earning points, using points you've already earned that haven't been transferred to Southwest Airlines, or using any features of this program.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Points earned in this program are automatically transferred to Southwest Airlines after the end of each billing cycle. Southwest Airlines may change the terms of the Rapid Rewards program in accordance with the Rapid Rewards Rules and Regulations.
- Chase may refer to this agreement as the "Rewards Program Rules and Regulations" in communications about this program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- Chase will give you 30 days' notice of the following types of changes to this program or this agreement:
  - if Chase adds or increases fees applicable to this program
  - if Chase decreases the rate at which you earn points in this program
  - if Chase limits the number of points you can earn in this program
  - if Chase cancels this program
- Chase will send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as chase.com or the Chase Mobile App.
- Chase will give you notice of other changes to this program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com/southwest.

How you can earn points

- You'll earn points on purchases of products and services, minus returns or refunds (collectively, the "purchases"), made with a card by you or an authorized user of the account. Buying products and services with your card, in most cases, will count as a purchase; however, the following types of transactions won't count as a purchase and won't earn points:
  - balance transfers
  - cash advances or cash-like transactions
  - travelers checks, foreign currency, money orders or wire transfers
  - lottery tickets, casino gaming chips, race track wagers or similar betting transactions
  - any checks that access your account
  - interest
  - unauthorized or fraudulent charges
  - fees of any kind, including an annual fee, if applicable
- **You'll earn:**
  - **2 points** for each $1 spent on purchases made directly with Southwest Airlines, including flight, inflight, Southwest® gift card, and Southwest Airlines Vacations® package purchases, and at participating Rapid Rewards® Hotel and Rental Car Partners.
  - **2 points** for each $1 spent on purchases in the local transit and commuting rewards category.
  - **1 point** for each $1 spent on all other purchases.
  - **3,000 bonus points each account anniversary year:** You'll receive 3,000 bonus points each account anniversary year. Please allow up to 8 weeks after the account anniversary year in which you qualify for the bonus points to become available in your Rapid Rewards account.
    - "account anniversary year" means the year beginning with your account open date through

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the anniversary of your account open date, and each 12 months after that.

- **Rewards Categories:** Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:
  - › We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.
  - › Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see chase.com/RewardsCategoryFAQs.

Ways to earn bonus points

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

Information about earning and transferring points to Southwest Airlines

- Points are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus points posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than points earned from purchases or bonuses, then points will be deducted from your total point balance and may result in a negative point balance.
- You'll see points you've earned from card purchases on chase.com and on your monthly card billing statement.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Chase or third-party mobile application(s).
- Points earned during a billing cycle will be automatically transferred to Southwest Airlines after the end of each billing cycle.
- This agreement governs the receipt of points in connection with the use of your account and is separate and in addition to the Rapid Rewards Rules and Regulations that govern your participation in the Rapid Rewards program. The Rapid Rewards Rules and Regulations are available online at **Southwest.com/rrterms** or call the Rapid Rewards Service Center at 1 800 I FLY SWA. Information in this agreement that relates to the Rapid Rewards program isn't complete or comprehensive and doesn't include all of the information that you should know about the Rapid Rewards program.
- Southwest Airlines reserves the right to amend, suspend, or change the Rapid Rewards program and/or program rules at any time without notice.
- If your membership in the Rapid Rewards program is terminated for any reason by you or Southwest Airlines, you'll no longer be eligible to use the points you've earned in this program.
- Chase will make a request to Southwest Airlines to award points to your associated Rapid Rewards account. Chase disclaims liability or responsibility for Southwest Airlines' failure to award or redeem points to or from your associated Rapid Rewards account after Chase has met its obligations to Southwest Airlines in connection with such a request.
- Reward travel is subject to taxes, fees, and other government or airport-imposed charges from $5.60 per one-way trip. **Applicable taxes, fees, and other government or airport-imposed charges can vary significantly based on your arrival and departure destination.** The payment of any taxes, fees, and other government or airport-imposed charges is the responsibility of the passenger and must be paid at the time reward travel is booked. In some instances, the government may elect to collect the fees directly from the passenger.
- **Points expiration:** The expiration of points earned in this program that are transferred to your Rapid Rewards account will be governed by the Rapid Rewards Rules and Regulations, available at **Southwest.com/rrterms**.
- You understand that Chase and Southwest Airlines Co. exchange information about you and your accounts and that Southwest Airlines Co. may contact you regarding offers that may be of interest to you.

How you can use your points

- To use your points, go to southwest.com or call Southwest Airlines directly at 1 800 I FLY SWA.
- We may, from time to time, provide additional ways for you to use your points in addition to those described in this agreement, such as through Chase or third parties. To use your points, minimum and maximum amounts may apply, and the redemption value of points may be worth less than other reward options offered directly through this program or the Rapid Rewards program. You'll find out about any additional terms and conditions before you use your points. Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of points will be part of this agreement.
- You are responsible for how points are used, including if you allow authorized users to access or use your points. You will ensure that all points are used:
  - › for the company's business purposes only,
  - › to benefit only the company and not for the personal

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benefit of any individual
- in compliance with applicable laws, rules, regulations, ethics standards and company policies.

How you could be prohibited from earning or having points transferred

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

How you could lose your points

- **You'll immediately lose all points that haven't been transferred to Southwest Airlines if your account status changes, or your account is closed, for any of the following reasons:**
  - you don't make the minimum payment on your account within 60 days of the due date
  - you fail to comply with this or other agreements you have with Chase
  - we believe you may be unwilling or unable to pay your debts on time
  - you file a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, or insolvency proceeding, or are the subject of an involuntary petition in any such proceeding
  - we believe that you've engaged in fraudulent activity related to your account or this program
  - we believe you've misused, in any way, the Rapid Rewards program to which points are transferred under this program.
  - we believe that you've misused this program in any way, for example:
    - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
    - by manufacturing spend for the purpose of generating rewards
- We won't reinstate points you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any points earned to Southwest Airlines, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Points aren't your property and have no cash value. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in this program may result in miscellaneous income received from Chase and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Income) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of this program. You are responsible for any tax liability related to participating in this program. Please consult your tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about this program.
- Chase, Southwest Airlines and their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Southwest Airlines and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.
- You agree to indemnify and hold Chase, Southwest Airlines and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of this program, any fraud or misuse of this program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in this program are not affiliated with us and are not sponsors or co-sponsors of this program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.

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- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- This program is void where prohibited by federal, state, or local law.
- This agreement and use of this program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about this program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your card billing statement or call the Chase phone number on the back of your card.

Telephone monitoring

- You agree that Chase and its third-party service providers may listen to and record telephone calls as part of providing program services.