

J.P. Morgan Corporate Rewards Program Terms & Conditions

IMPORTANT INFORMATION ABOUT THE PROGRAM AND THIS AGREEMENT

- This document describes how the J.P. Morgan Corporate Rewards Program works at the Company-level and is an agreement between you and J.P. Morgan. The J.P. Morgan Corporate Rewards Program is provided by J.P. Morgan at our sole discretion and is administered by the Rewards Provider. 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:
 - “Account” means each corporate level account, in your name, that is linked to this Program. You may have more than one Account linked to this Program.
 - “Agreement” means this document.
 - “Commercial Card Client Services” means J.P. Morgan Commercial Card Client Services at 800-207-5359. Hours of operation are 24 hours a day, 7 days a week, including holidays.
 - “Card” means any U.S. dollar issued J.P. Morgan Corporate Card or One Card that is issued in connection to the Account pursuant to a commercial card agreement between you and us.
 - “Cardholder” means an individual who has been issued a Card in connection with the Account.
 - “Points” mean the currency associated with the Program, which can be used when redeeming for Rewards.
 - “Program” and “Rewards Program” mean the J.P. Morgan Corporate Rewards Program.
 - “Program Website” means the J.P. Morgan Corporate Rewards Website.
 - “Purchases” is defined in the section of this Agreement titled *How You Can Earn Points*.
 - “Rewards” mean the type of redemption options made available for the Company at any point in time, including, but not limited to, airfare, hotel reservations, cruises, car rentals, vacation packages, merchandise, and gift cards.

- “Rewards Provider” means the third party vendor responsible for administering the Program.
- “we,” “us,” “our,” “Bank,” and “J.P. Morgan” mean JPMorgan Chase Bank, N.A. and its affiliates.
- “you,” “your” and “Company” means the company that has entered into the commercial card agreement pursuant to which the Account has been established.
- We may make changes to the 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
 - Change how you use Points
 - Change what you get with your Points
 - Cancel or temporarily suspend the Program
- We may temporarily prohibit you from earning Points, using Points you’ve already earned, or using any feature of the Program.
- We may approve, deny or revoke your participation in the Program, or invalidate or cause to be forfeited any or all Points for abuse, fraud or any violation of the Program Terms and Conditions, or for any other reason in J.P. Morgan’s sole and absolute discretion.
- We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.

ELIGIBILITY

Eligibility is based on your employer’s instructions for Cardholder enrollment and is restricted to companies and individuals who have a billing address within the 50 United States or the District of Columbia and who maintain a J.P. Morgan Corporate Card or One Card program. There is an annual membership fee of \$75.00, as reflected in the Commercial Card Cardholder Agreement. The initial annual membership fee will be charged to a Cardholder’s Corporate Card or One Card account within their Program Enrollment Month, which is the month that J.P. Morgan completes the enrollment process for a Cardholder. The Account will be automatically billed annually upon the anniversary of their Enrollment Month. The membership fee is non-refundable. Membership will automatically renew each year at the then-current membership fee as long as the Cardholder account is in good standing, unless otherwise noted herein.

NOTICE OF CHANGES

- We’ll give you 30 days’ notice of the following types of changes to the Program or this Agreement:
 - if we add or increase fees applicable to the Program
 - if we change the rate at which you earn Points
 - if we limit the number of Points you can earn
- We won’t provide notice when we change what you can get with your Points. You can see what you currently can get with your Points when you log in to our Program Website. Future availability of any specific item is not guaranteed.

HOW YOU CAN EARN POINTS

- Points are earned when you use a Card to make purchases of products and services, minus credits or returns (collectively, the “Purchases”). In most cases, products and services bought with a Card will count as a Purchase; however, the following types of transactions won’t count and won’t earn Points:
 - balance transfers
 - cash advances
 - traveler checks, foreign currency, money orders, wire transfers or similar cash-like transactions
 - convenience checks
 - unauthorized or fraudulent charges
 - ATM transactions and U.S. Postal charges
 - finance charges or late payment fees
 - fees of any other kind, including an annual fee, if applicable
- You earn:
 - 1 point for each \$1 spent on a Card (unless otherwise stated in your One Card documentation package).

OTHER INFORMATION ABOUT THE EARNING AND AVAILABILITY OF POINTS

- All Points accrue to the enrolled Account.
- Points are earned at the close of each monthly billing cycle basis, based on the Purchases made during the billing cycle, but minus any returns or refunds. If you have more refunds than points earned from Purchases, then points will be deducted from your total point balance and may result in a negative point balance.
- Points earned in a monthly billing cycle are generally available to be used at the beginning of the next billing cycle; however, points earned on purchases made near the end of a billing cycle may take up to one additional billing cycle to become available.
- You may access Point balance information for the Program at the Program Website. Points are not considered earned and available to redeem until they are posted on the Program Website.
- Points can only be earned if your Account is open and in good standing, as determined by us in our sole and absolute discretion.
- Points do not have an expiration date, provided your Account is open and in good standing, as determined by us in our sole and absolute discretion.
- Upon termination of your Account either at the request of you or J.P. Morgan will have a 90 day grace period to redeem Points (the “Grace Period”), beginning on the date of closure. J.P. Morgan, in its sole and absolute discretion, will determine the date of closure and what constitutes a closed program.
- Points cannot be earned until an Account is enrolled. No retroactive credit will be given. Points cannot be combined from different accounts to earn a reward. Points cannot be used in conjunction with other frequent flier or rewards programs.

- Points are not your property, cannot be bought or sold and have no monetary value.
- Points cannot transferred or moved unless expressly provided for in this Agreement. Additionally, Points cannot be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- You are not entitled to compensation from J.P. Morgan or any other entity if Points are forfeited or terminated for any reason.
- Determination of any tax liability relating to Points is solely your responsibility.
- J.P. Morgan, in its sole and absolute discretion, may define the scope of purchases that earn Points under the Program. J.P. Morgan reserves the right to verify and adjust the value of Points at any time, prior to or following posting and redemption, without prior or subsequent notice to you.

WHERE YOU CAN REVIEW AND REDEEM POINTS

- As the Cardholder, you may review and redeem Points by logging into the Program Website. In addition, you may also call Commercial Card Client Services.

POINT REDEMPTION

- You can use Points to redeem any available Rewards. All Rewards are subject to availability. Certain Rewards are available only during the time periods described in Program communications, including on the Program Website. Certain restrictions apply to Rewards and we reserve the right to modify or cancel any Reward at any time.
- When you use Points to redeem for cash and gift cards, each point is worth \$.01 (one cent), which means that 100 Points equals \$1 in redemption value. Redemption values for other reward options may be worth more or less than that.
- Terms and conditions of each Reward are set forth in Program communications and/or on the certificates and gift cards. Merchants participating in the Program are subject to change. Some Rewards have limited availability.
- Rewards must be redeemed in accordance with Program communications. We are not responsible for replacing lost, stolen or damaged redemption items, including certificates, tickets or gift cards or for a merchant's failure to honor them.
- Once Points have been redeemed, they cannot be added back into the Program.
- Unless specifically noted, Points redeemed for Rewards are not refundable, exchangeable, replaceable, or redeemable for other Rewards or Points under any circumstances.

- J.P. Morgan and its parent, subsidiaries, 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. By redeeming Points for Rewards, you release J.P. Morgan and its parent, subsidiaries, affiliates, directors, officers, employees, agents or contractors from any and all liability regarding the redemption or use of Rewards or other participation in the Program.
- A shipping and handling fee will be charged if you request expedited, insured, or any other non-standard shipping. Payment must be made using a J.P. Morgan Commercial Card product.

GIFT CARDS

1. Certificates, gift cards, and electronic gift cards or e-gift cards are valid at participating merchants.
2. Acceptance of the certificates, gift cards, and electronic gift cards or e-gift cards is the sole responsibility of the participating merchant, not J.P. Morgan. No photocopies of certificates, gift cards, and electronic gift cards or e-gift cards will be honored.
3. Certificates, gift cards, and electronic gift cards or e-gift cards are not valid toward previous purchases and cannot be used as payment on existing Account balances with either the participating merchant or J.P. Morgan.
4. Certificates, gift cards, and electronic gift cards or e-gift cards have no cash value and may not be returned or exchanged for cash or its equivalent, and any unused portion will not be returned as cash unless a certificate, gift card, and electronic gift card or e-gift card states otherwise, except where required by law.
5. Once issued, certificates, gift cards, and electronic gift cards or e-gift cards are transferable unless otherwise noted on the certificate or gift card.
6. Certificates, gift cards, and electronic gift cards or e-gift cards are void where prohibited by law.
7. Unless otherwise stated on the certificate, gift card, electronic gift card or e-gift card, certificates, gift cards, electronic gift cards or e-gift cards for Rewards offered do not include any federal, state or local taxes, which are your sole responsibility at time of redemption.
8. If applicable, certificates, gift cards, and electronic gift cards or e-gift cards do not include gratuities.
9. Physical certificates and gift cards will usually arrive within 3 weeks of placing the redemption order. Expedited or insured delivery of a certificate or gift card may be available upon request, at the discretion of the participating merchant.
10. Electronic gift cards or e-gift cards are delivered within 48 hours of placing the redemption order to the email address provided at the time of redemption.
11. The certificates, gift cards, and electronic gift cards or e-gift cards are redeemable for eligible products and services through the applicable merchant location and/or website.
12. Products or services obtained with the certificate, gift card, and electronic gift card or e-gift card cannot be returned or canceled for a cash refund. Returns will be subject to the applicable merchant's standard return policy.

13. A replacement certificate, gift card, electronic gift card, or e-gift card will not be provided or refunded if lost, stolen, destroyed or in the event of unauthorized use.
14. Certificates, gift cards, and electronic gift cards or e-gift cards are subject to any additional terms, conditions, and restrictions disclosed by the participating merchant.
15. If the certificate, gift card, electronic gift card, or e-gift card has been used, it may not be returned to either J.P. Morgan or the participating merchant.

MERCHANDISE

1. Merchandise options are based on availability, selection may vary, and are subject to change.
2. Product specifications are subject to change without notice and all product orders are subject to product availability.
3. We reserve the right to modify or cancel Rewards offered on the Program Website or in any merchandise catalog without notice.
4. Merchandise will be shipped to the address entered at the time of redemption. Merchandise cannot be shipped to P.O., APO, FPO boxes or any non-contiguous United States. Merchandise will usually arrive within 4-6 weeks of redemption.
5. You will be notified if the merchandise ordered will not be available within the 4-6 week time frame and when it will become available. In the event merchandise is not available within 4-6 weeks, we reserve the right to substitute items of equal or greater value or refund your Points. Please note, refunds may take up to 3-4 weeks for Points to post to your Program. Items ordered at the same time may arrive separately. The model pictured or the most current comparable model available will be shipped. We are not responsible for typographical or pictorial errors.
6. Returns are only accepted for merchandise that is damaged, defective, or incorrectly shipped. Notification must be made to us within 48 hours of delivery by calling Commercial Card Client Services. The item(s) must be returned, in the original packaging, within 30 days from receipt of delivery for Points to be credited to your Program or shipment of replacement item.
7. Merchandise Point levels include all taxes, standard shipping, handling and delivery charges.
8. Merchandise options are offered and provided by independent manufacturers.
9. Merchandise options are subject to manufacturer's warranty if applicable.
10. J.P. Morgan makes no express or implied representation or warranty and will not be liable for injury, damage, loss or expense resulting from your acceptance of use of the merchandise or from a merchandise's defect or failure. We disclaim any implied warranty of merchantability or fitness for a particular purpose.

AIRLINE TICKET

1. You can search for and book flights online using the Travel Rewards section of the Program Website. If there are not enough available Points to purchase the entire ticket, Points may be redeemed for a portion of the cost and you may pay the balance with a J.P. Morgan Commercial Card product only.
2. You may also redeem Points for airline tickets by calling Commercial Card Client Services.
3. Administrative services, travel reservations and issuance of travel documentation are provided by Rewards Provider, who assumes all liability and responsibility for the provisions of, or failure to provide, the services that are in direct control and administration of Rewards Provider. Neither J.P. Morgan nor Rewards Provider shall be liable for any bodily harm and/or property damage that may result from participation in the Program or an airline's or other carrier's provision or failure to provide, ticketed transportation, for any reason. J.P. Morgan does not guarantee the availability of any flight on any airline or seats on any such flight. J.P. Morgan does not endorse guarantee, or warrant the goods and services offered by any airline. Tickets are subject to the applicable airline rules and regulations.
4. There are no blackout dates or other travel restrictions. Reservations for tickets exclude the use of charters, wholesalers, consolidators and any internet fares that are not published, available through the Global Distribution System (GDS), and/or available for ticketing through a certified travel agency.
5. Ticket-holders must meet airline provider's eligibility requirements.
6. Airline ticket prices do not include baggage fees and some international departure taxes. A departure tax is a fee charged (under various names) by a country when an individual is leaving that country. The ticket-holder is responsible for obtaining the appropriate international travel documents, such as passports and visas. The ticket-holder should have valid government issued photo ID upon airport check-in. Visit Travel.State.Gov for passport and visa requirements. Commercial Card Client Services assumes no responsibility for advising guests of proper travel documentation.
7. Points may be redeemed for travel in any class of service on a major airline carrier, providing that the fares, schedules and ability to generate an electronic ticket are possible through GDS. All travel itineraries and supporting documents will be sent via email.
8. The ticket-holder may receive airline frequent flier points for all redeemed and purchased airline tickets. Please provide the ticket-holder's frequent flier number at the time of booking to receive credit. If you do not have the ticket-holder's frequent flier number available at the time of booking, please call Commercial Card Client Services prior to travel to update the reservation or the ticket-holder may provide his/her number directly to the airline at the time of check-in.
9. Airline ticket Rewards may not be used in conjunction with any type of coupons, vouchers, other mileage programs or companion fares.
10. Once Points are redeemed, the transaction cannot be reversed. In the event an existing reservation needs to be cancelled or modified, you may contact Commercial Card Client Services with your request. The change will be subject to a \$45 fee, as well as any additional costs such as

airline penalty fees, increased fare and service fees, and will need to be paid using a J.P. Morgan Commercial Card product. Most airlines will not allow ticket-holder name changes.

11. Lost, stolen, or otherwise destroyed tickets or documents are not reusable or replaceable. Points are considered fully redeemed when an airline ticket is issued.
12. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. J.P. Morgan is not responsible for the performance of the airline.
13. If a non-Rewards ticket is purchased through Commercial Card Client Services your corresponding J.P. Morgan Commercial Card product will be charged a \$25 agent servicing fee for each ticket booked.
14. Flight reservations should be reconfirmed by the ticket-holder at least 72 hours before departure as schedule changes may have taken place. J.P. Morgan is not responsible for communication of airline schedule changes.

CRUISES

1. All cruise redemption requests must be made at least 30 days prior to sailing date or the traveler may incur additional fees. Changes made through Commercial Card Client Services that require fees must be paid using a J.P. Morgan Commercial Card product only.
2. Cruises can only be booked by calling Commercial Card Client Services. Cruises may not be booked through the Program Website.
3. Rewards cannot be used on previous purchases or for items not covered by the cruise company. Any fees, add-ons or items of a personal nature, when transacting directly with the cruise company may be charged to the traveler's personal credit card. Changes made through Commercial Card Client Services that require fees must be paid using a J.P. Morgan Commercial Card product only.
4. Responsibility and Liability: J.P. Morgan is not liable for any loss or penalties incurred by you or the traveler when a hotel, tour operator or cruise line is sold, ceases to exist, or becomes inoperative; or if a tour operator cancels a vacation package, or a cruise line cancels a cruise for acts of nature. Vacation package components and cruise line ports of call are subject to change without notice. We are not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit Travel.State.Gov for passport and visa requirements. Commercial Card Client Services assumes no responsibility for advising guests of proper travel documentation.
5. The partners and benefits described herein are accurate at time of printing and are subject to change or cancellation at any time.
6. The traveler must meet the eligibility requirements established by the cruise provider.

7. In the event an existing reservation needs to be cancelled or modified, you may contact Commercial Card Client Services with your request. The change will be subject to a \$45 fee, as well as any additional cancellation or modification fees imposed by the cruise company, and will need to be paid using a J.P. Morgan Commercial Card product. Refunds for cancellations may take up to 3-4 weeks for Points to post to your Program.
8. No interim price reductions will be considered or offered once the booking has been completed.
9. If the traveler is a no-show, the cruise reward is void.
10. J.P. Morgan is not responsible for the performance of the cruise line. Participating cruise lines are subject to change at any time without notice.

HOTEL

1. The primary traveler, in whose name the reservation is booked, must meet the eligibility requirements established by the hotel provider.
2. Responsibility and Liability: J.P. Morgan is not liable for any loss or penalties incurred by you or the traveler when a hotel is sold, ceases to exist or becomes inoperative. We are not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit Travel.State.Gov for passport and visa requirements. Commercial Card Client Services assumes no responsibility for advising guests of proper travel documentation.
3. Most hotel rates allow cancellation with a minimum of a 24-hour notice.
4. Please see the specific hotel/rate cancellation policy at the time of booking.
5. In the event an existing reservation or booking needs to be cancelled or modified, you may contact Commercial Card Client Services with your request. The change will be subject to a \$45 fee, as well as any additional cancellation or modification fees imposed by the corresponding hotel, and will need to be paid using a J.P. Morgan Commercial Card product. Refunds for cancellations may take up to 3-4 weeks for Points to post to your Program.
6. Hotels do not allow changes to dates, names, room type, and number of occupants once booking is complete.
7. J.P. Morgan assumes no responsibility for advising guests of proper travel documentation.
8. J.P. Morgan is not responsible for the performance of any hotel provider.

VACATION PACKAGES

1. All vacation packages must be booked a minimum of 30 days prior to travel date or the traveler may incur additional fees. Changes made through Commercial Card Client Services that require fees must be paid using a J.P. Morgan Commercial Card product only.
2. Vacation packages may only be booked by calling Commercial Card Client Services. Vacation packages may not be booked through the Program Website.
3. Traveler must meet the eligibility requirements established by the travel provider.
4. In the event an existing reservation or booking needs to be cancelled or modified, you may contact Commercial Card Client Services with your request. The change will be subject to a \$45 fee, as well as any additional cancellation or modification fees imposed by the corresponding vacation package provider, and will need to be paid using a J.P. Morgan Commercial Card product. Refunds for cancellations may take up to 3-4 weeks for Points to post to your Program.
5. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may result in the imposition of additional fees.
6. Responsibility and Liability: We are not liable for any loss or penalties incurred by you or the traveler when a hotel, tour operator, or cruise line is sold, ceases to exist, or becomes inoperative; or if a tour operator cancels a vacation package, or a cruise line cancels a cruise, for acts of nature. Vacation package components and cruise line ports of call are subject to change without notice. We are not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit

Travel.State.Gov for passport and visa requirements. Commercial Card Client Services assumes no responsibility for advising guests of proper travel documentation.

7. J.P. Morgan is not responsible for the performance of any travel provider used in vacation packages.

EVENTS

1. Order Acceptance and Cancellation
 - a. Your receipt of an electronic or other form of an order confirmation does not signify our acceptance of your order. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your Rewards have been redeemed and/or the J.P. Morgan Commercial Card product has been charged. Payment must be made using a J.P. Morgan Commercial Card product. If your Rewards have been redeemed and/or the J.P. Morgan Commercial Card product has been charged and your order is canceled, you will receive a refund credit to the corresponding J.P. Morgan Commercial Card product. Refunds for cancellations may take up to 3-4 weeks for Points to post to the Rewards account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.
 - b. Once an order has been placed, it cannot be canceled for a refund, unless otherwise determined by J.P. Morgan or the Rewards Provider.
 - c. Additionally, if your order requires your tickets or vouchers to be picked up at any will-call office, your order shall be deemed accepted upon your receipt from us of an order confirmation; subject, however, to the first paragraph of this Section. Failure to pick up your order as described at the time of purchase shall not be deemed a rejection by you of your order and shall not relieve you of any payment or purchase charge for such order.
 - d. If you do not receive a confirmation (in the form of a confirmation page, email, or other form of an order confirmation) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with Commercial Card Client Services whether or not your order has been processed or accepted. We are not responsible for orders that are not processed or accepted, nor will we be responsible for losses (monetary or otherwise), if you assume that an order was neither processed nor accepted because you failed to receive confirmation, nor if you erroneously assume the order was processed or accepted.
2. Changes in Events and Pricing
 - a. Our event offerings are regularly revised, and we may discontinue events at any time without notice to you. To the extent that we provide information on availability of events, you should not rely on such information, and we will not be liable for any lack of availability of events that you may wish to order through the Program Website.
 - b. All pricing for the events available on the Program Website are subject to change. We reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances at any time without notice to you.
 - c. In the event the amount you pay for a ticket or voucher is incorrect, regardless of the cause, we shall have the right (but not the obligation) to cancel that ticket or voucher (or the order for that ticket or voucher) and refund to the J.P. Morgan Commercial Card product in the amount that was paid. Alternatively, we may offer the tickets to you at the

corrected price. If the corrected price is not acceptable to you, we will allow you to cancel your order.

3. **Miscellaneous Other Fees:** Various service fees and/or restrictions may be applicable to ticket transactions. This information will be displayed prior to all purchases and additional delivery options are for your convenience. Certain service fees are charged for processing your ticket orders through the Program Website. Payment must be made using a J.P. Morgan Commercial Card product.
4. **Refunds and Exchanges; Fees**
 - a. Before either redeeming Points for Rewards or making a purchase on the Program Website, carefully review the event, seat selection, and other information pertinent to you, as applicable. Policies set forth by event providers, including but not limited to venues, generally prohibit exchanges or refunds after a ticket has been purchased or for any lost, stolen, damaged or destroyed tickets. As such, there are no refunds, cancellations, or changes after an order has been placed under any circumstances, except as explicitly permitted herein or as the events provider may permit in its sole and absolute discretion. Unless otherwise stated changes, cancellations, and refunds, may carry a fee of 10%, subject to change, of your total order price.
 - b. Neither the event provider nor J.P. Morgan will be liable for travel or other expenses that you or anyone else incurs in connection with a cancelled or postponed event.
5. **Preferred Access Ticket-Specific Terms & Conditions**
 - a. You acknowledge that third-party sellers may participate in the practice of reselling tickets (i.e., obtaining tickets from providers on the primary market or from resellers with the intent to resell such tickets in a secondary market); and that such tickets are typically sold by third-party sellers at a price that may be either higher or lower than the "face value" listed on the ticket (each a "Preferred Access Ticket"). By purchasing Preferred Access Tickets through the Program Website, you agree that the purchase price for Preferred Access Tickets may not reflect the original "face value" of the ticket.
 - b. J.P. Morgan does not own the Preferred Access Tickets advertised on the Program Website; J.P. Morgan does not set the prices for the Preferred Access Tickets advertised on the Program Website; J.P. Morgan does not have control over the third-party sellers or their business practices; and, with respect to the Preferred Access Tickets, J.P. Morgan is not acting as a primary sale box office or operating agent for the providers.
 - c. You are responsible for reading the complete listing before making a purchase. We do not guarantee the accuracy of any information provided by third-party sellers. We will collect your payment for any purchases, ensure that the applicable third-party seller is paid for the Preferred Access Ticket, and ensure that you receive the purchased Preferred Access Tickets in accordance with the terms and conditions contained herein. You cannot change or cancel your purchase at any time or for any reason, except as explicitly described herein.
 - d. We may charge service, shipping, delivery, fulfillment, or other fees for Preferred Access Tickets purchased through the Program Website (the "Preferred Access Ticket Fees"). The Preferred Access Ticket Fees will be explained to you prior to your purchase. We reserve the right to change the Preferred Access Ticket Fees at any time, in our sole discretion. The Preferred Access Ticket Fees may not be refundable except as explicitly described herein. We reserves the right to change the delivery method, at our sole discretion, in order to ensure delivery prior to the scheduled event – you will not be charged for any additional delivery fees.

6. **Order Confirmation; Processing:** Immediately after you place an order for Preferred Access Tickets, we will send you an email confirming that we have received your order (the "Confirmation Email") and begin the process of securing your tickets. Once tickets have been secured, you will receive a second email that will confirm your tickets have been secured and will either provide you with your tickets or explain how you may receive or obtain your tickets (the "Ticket Delivery Email"). For example, depending on the ticket purchased or fulfillment method selected, we may either send you electronic or physical tickets directly, arrange for a third-party to deliver your tickets, provide you access to your tickets through a third-party's "electronic wallet", or you may be required to pick-up your tickets at the provider's Will Call office or from the third-party seller. If you place an order and do not receive a Confirmation Email or Ticket Delivery Email, you are responsible for calling Commercial Card Client Services to check on the order status. Your order may be finalized even if you do not receive a Confirmation Email or Ticket Delivery Email. Do not make an assumption about the status of your order because you have not been contacted by us. Orders may not be cancelled due to problems with your receipt of emails.
7. **Preferred Access Ticket Availability:** All orders are subject to availability. Occasionally tickets ordered may no longer be available at the price or in the quantity originally ordered at the time the order is received. We reserve the right to replace tickets with comparable or better tickets if the originally-ordered tickets are no longer available. If no alternates are available, either the corresponding J.P. Morgan Commercial Card product will not be charged at all or the entire amount charged will be refunded and Rewards used reinstated to your Rewards account, and you will be notified of any such determination. We reserve the right to cancel your order and provide you with a full refund (including any Preferred Access Ticket Fees) at any time for any reason, prior to the scheduled event.
8. **Event Cancellation, Postponement, and other Event Changes**
 - a. Should an event be cancelled (and not rescheduled), or should a contingent event (e.g., a playoff game) not occur, you will receive a full refund (including any Preferred Access Ticket Fees) for your purchase.
 - b. Should an event be postponed and/or rescheduled, we will cooperate with you to resolve any issues; including, but not limited to, coordinating the delivery of any additional documentation that you may need in order to attend the rescheduled event; provided, however, that we reserve the right to cancel any orders and provide you with a full refund (including any Preferred Access Ticket Fees) if new tickets are required. Refunds may not be issued for postponed events unless they are ultimately cancelled.
 - c. We are not responsible for partial performances, or venue, line-up, date or time changes. Refunds may not be issued in such circumstances.
9. **Preferred Access Ticket Promise**
 - a. We promise that: You will receive your Preferred Access Tickets before the scheduled event; Your Preferred Access Tickets will be genuine and valid for entry to the event; You will receive the Preferred Access Tickets you ordered, or comparable or better tickets will be substituted; and if the event is cancelled and not rescheduled, you will receive a full refund.
 - b. If you do not receive the Preferred Access Tickets before the scheduled event, please notify us as soon as possible. You are responsible for notifying us prior to the scheduled event. Should you fail to notify us prior to the scheduled event, you may not be eligible for a refund based on non-delivery of tickets. Upon such notification, we will, in our sole discretion, attempt to locate and facilitate delivery of your tickets, provide you with comparable or better replacement tickets at no additional cost, or issue you a full refund (including any Preferred Access Ticket Fees).

- c. If you receive tickets that are not the same, comparable or better than the ones you ordered, please notify us within 24 hours of your receipt of the tickets. Should you fail to notify us within 24 hours of your receipt of the tickets, you may not be eligible for a refund based on the accuracy of the tickets. Upon verification by us, and depending on when you notify us, we may do any of the following in its sole discretion: provide you with comparable or better replacement tickets, or issue you a full refund (including any Preferred Access Ticket Fees). We may require that you return the tickets you received in order to obtain a refund, and in such event: tickets must be returned within fourteen days; tickets must be returned via personal delivery, certified mail or using a carrier that can provide you with proof of delivery
- d. As used herein "comparable or better" replacement tickets are determined by us in our sole discretion, based on cost, quality, availability, and other factors. However, if you initially ordered your seats next to each other, "comparable or better" tickets will keep your seats together.
- e. In no event shall an exchange or refund be given for any Preferred Access Tickets that are lost, stolen, damaged or destroyed, through no fault of us. Once delivered, you are solely responsible for ensuring the accuracy and security of the Preferred Access Tickets. No exchanges or refunds shall be provided in the event you fail to comply with the terms and conditions contained herein.

10. Shipping Policy

- a. In addition to offering electronic delivery for many products, we offer a variety of shipping options to meet your shipping needs, as further set forth in the Shipping/Delivery Terms/Conditions located on the Checkout page of the Program Website. Please check the Checkout page for specific delivery options. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.
- b. Please note the posted shipping time frame is listed on the Checkout page and may vary from item to item.
- c. These shipping terms are accepted by you by placing an order with us.
- d. J.P. Morgan assumes no liability for the performance of any shipping carrier and shall not be held liable for any loss, damage, expense, or delays to the goods shipped.

11. Advertising Disclaimer and Trademarks

- a. The descriptions of products and services that are posted on the Program Website are the representations of our providers. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising or shipping errors.
- b. All trademarks and registered trademarks relating to products or services available through our Program Website are the sole property of their respective owners.

12. Ticket-Holder Behavior Policy; Ejection and Cancellation: Venues reserve the right to refuse admission to or eject any person whose conduct such venue's management deems disorderly, who uses profane, vulgar or abusive language, or who fails to comply with the venue's rules or policies. In any such event, you and/or the Ticket-holder shall not be eligible for, and we shall not be obligated to issue you and/or the Ticket-holder, a refund for any such purchase and shall not be liable for any incidental or consequential expenses incurred by you and/or the Ticket-holder.

13. Notwithstanding anything herein to the contrary, no refund shall be provided to you and/or the Ticket-holder in the event you or the Ticket-holder violates the terms and conditions of this important notice or of any other applicable terms and conditions including the terms and conditions of the Program Website, or in the event you and/or the Ticket-holder fails to abide by all rules and policies related to the venue where the event is located, which violation or failure

results in your and/or the Ticket-holder's inability to gain admittance to the venue or ejection from the venue.

TOURS AND ATTRACTIONS

Please note: The 'Voucher Info' section details which voucher type(s) apply specifically to your selected tour/activity.

1. **PAPER VOUCHER ONLY:** Our local operator requires the Voucher-holder to present a printed copy of this voucher on the day of the activity. The Voucher-holder may be refused entry if he/she does not present a printed copy of the voucher.
2. **E-VOUCHER:** The local operator accepts both printed and electronic vouchers (e-vouchers). If the Voucher-holder is traveling with a mobile device, he/she can simply show his/her Photo ID and present the e-voucher on his/her Smartphone or tablet on the day of travel.
3. **VOUCHER NOT REQUIRED:** The Voucher-holder can present a paper or electronic voucher for this activity, or he/she can simply present the lead traveler's Photo ID. Our local operator has the reservation on file and only requires proof of identity (valid photo ID for the Lead Traveler).

CANCELLATION POLICY: The cancellation policy will vary by tour/activity general. If cancelled at least 7 days in advance of the scheduled departure, there is no cancellation fee. If cancelled between 3 and 6 days in advance of the scheduled departure, there is a 50 percent cancellation fee. If cancelled within 2 days of the scheduled departure, the voucher is non-refundable. Please note some activities and special events may be wholly non-refundable at the discretion of the local operator of a selected tour/activity. Please review the additional information at the time of booking each tour/activity.

CAR RENTAL

1. Each Renter (and any person identified on the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (or 18 or older where required by law; and 25 or older for luxury, large sport utility, and 12 and 15 passenger vans), and meet the other normal qualifications of the applicable rental car company at the applicable renting location.
2. You may use Points for car rental reservations with select car rental companies as shown available on the Program Website or when making reservations directly with Commercial Card Client Services.
3. Car reservations will be prepaid at the time of booking and payment for costs not covered by the use of Points will be made to the J.P. Morgan Commercial Card product. Payment must be made using a J.P. Morgan Commercial Card product.
4. Car rental charges will appear on the J.P. Morgan Commercial Card product's billing statement as "Card Member Services".
5. The Renter will be solely responsible at the time the rented vehicle is returned for all additional rentals days and for any and all taxes and other charges not included in the daily rental rate.
6. Reservations for all car groups are subject to availability. Vehicles may only be reserved by vehicle class and not by vehicle make or model.
7. In the event the Renter reserves a vehicle and the class of vehicle is not available at the time of rental, the applicable car rental company shall provide the Renter with a vehicle in a higher class, subject to availability, at the same rate as the vehicle class which was reserved.

8. Performance by the car rental company of car rental services shall be under a standard rental agreement in effect at the time of rental, which must be executed by the Renter at the time of pickup.
9. The Renter will use the rented vehicle only for personal or routine business use, and operate the rented vehicle only on properly maintained roads and parking lots. The Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. The Renter will not sublease the rental vehicle or use it as a vehicle for hire.
10. In the event an existing reservation or booking needs to be cancelled or modified, you may contact Commercial Card Client Services with your request. The change will be subject to a \$45 fee, as well as any additional cancellation or modification fees imposed by the corresponding rental car company, and will need to be paid using a J.P. Morgan Commercial Card product.
11. Car rental reservations must be cancelled at least 72-hours in advance of pick-up. Failure to cancel reservations 72-hours in advance will result in the loss of all payments at the time of booking. If the Renter is a no-show, all Points used for the rental will be forfeited, in addition if the Renter returns a rented vehicle prior to the end of the reserved rental period, neither the car rental company nor J.P. Morgan will neither credit nor refund the Renter or your Rewards account for the unused portion thereof.
12. The Renter agrees to indemnify, defend, and hold harmless J.P. Morgan and the Rewards Provider for any loss, damage, or legal actions against the car rental company as a result of the renter's operation or use of the rented vehicle during the term of the car rental agreement. This includes any attorney fees necessarily incurred for these purposes. The Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the rented vehicle.

OTHER IMPORTANT INFORMATION YOU SHOULD KNOW

- 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.
- You agree to indemnify and hold J.P. Morgan and its third party service providers and all of their respective 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 use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants are subject to change without notice.
- The Program is void where prohibited by federal, state, or local law.
- This Agreement and use of the Program is governed by federal law, as well as the law of New York and will apply no matter where you live or use the 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 the Program to you at any mailing or email address in our records or through our online services, such as PaymentNet.
- Let us know right away about any changes to your contact information, by updating PaymentNet Profiles or by contacting Commercial Card Client Services at 800-207-5359. Hours of operation are 24 hours a day, 7 days a week, including holidays.

TELEPHONE MONITORING

- You agree that J.P. Morgan may listen to and record telephone calls as part of providing Program services.