

CHASE PAYMENT PROTECTOR PLAN Amendment to Cardmember Agreement

PLEASE READ THIS AMENDMENT CAREFULLY. IT EXPLAINS BENEFITS, QUALIFICATIONS, EXCLUSIONS AND REQUIRED PROCEDURES IN DETAIL.

The **Chase Payment Protector Plan** (the "Plan") is an optional amendment (the "Amendment") to your Chase Cardmember Agreement (the "Agreement"). You have elected to purchase this Plan for a monthly fee. Under certain conditions, Chase Manhattan Bank USA, National Association ("Chase") will defer the required minimum monthly payment(s) or cancel all or a portion of your balance on your Chase VISA® or MasterCard® credit card account (the "Account"). The Plan amends the terms of your Cardmember Agreement and is not insurance. The following describes the Plan:

1. **Covered Accounts & Individuals:** This Amendment applies to the Plan and the Account that is covered by the Plan. "You" and "your" mean the covered cardmember, who is the one obligated to repay the balance on the Account (if there is a co-cardmember on the Account, then the cardmember whose name appears first on the billing statement), but does not mean authorized users of the Account. "We", "us", and "our" mean Chase. Retired and self-employed cardmembers should refer to Sections 14 and 15 for special provisions applicable to their status. For requirements pertaining to your Spouse, Domestic Partner, and Authorized Users, as well as Higher Wage Earners ("Qualifying Person(s)"), refer to Section 12.
2. **Summary of Benefits Under the Plan:**
 - a. **Debt Deferment:** The Plan includes a debt deferment feature that allows you to suspend payment on your Account for specified periods of time. A deferment does not result in the payment of any part of your Account balance. To qualify for deferment benefit activation, your Account must be in good standing (See Section 9), and not restricted from use. You must be enrolled in the Plan for at least thirty (30) calendar days; and the Qualifying Occurrence (see below) must take place after the date of enrollment in the Plan. You will be notified by mail of your enrollment date.

In the event of Involuntary Unemployment, Hospitalization, Disability, Leave of Absence, a Life Event, a Payment Holiday, or the Death of a Qualifying Person(s) ("Qualifying Occurrence"), you may be eligible for a deferment of your minimum monthly Chase credit card payment as described in this Amendment. You may also be entitled to a deferment if a Qualifying Person(s) (See Section 12) experiences a Qualifying Occurrence. Please note the requirements for Full Time Employment (See Section 3.a.).

During any period in which your deferment benefit is activated, you will not be required to make the minimum monthly payment(s) otherwise due on your Account, no annual fees or Plan Fees (See Section 17) will be charged, and no finance charges will accrue on your Account. During all deferment periods, except for Payment Holiday, there may be no activity on your Account (See Section 10). Once your deferment period ends, you or any Authorized User can use your Account again (unless your Account has been closed), and you will be required to start making minimum monthly payments as required by your Agreement.
 - b. **Debt Cancellation:** The Plan includes a debt cancellation feature that will credit your Account balance, as of the first billing statement issued following the covered cardmember's Accidental Death, up to \$25,000 (See Section 13). To qualify for benefit activation, the accident that was the cause of Accidental Death must take place after the date of enrollment. Your Account cannot be credited until you have been enrolled in the Plan for at least thirty (30) calendar days.
3. **Deferment Because of Involuntary Unemployment:** You may be eligible for a deferment because of Involuntary Unemployment. "Involuntary Unemployment" means that you suffer an entire loss of salary or wages as the result of an involuntary loss of employment, and meet all the requirements described in this Amendment:
 - a. **Qualifications.** A deferment may be granted for the following: layoff; general strike; unionized labor dispute or lockout; involuntary termination by your employer other than termination due to willful or criminal misconduct. To be considered involuntarily unemployed, you must meet the requirement of Full Time Employment. "Full Time Employment" means at the time the occurrence began you must have been continuously employed full time, by someone other than yourself, for ninety (90) consecutive calendar days and worked at least thirty (30) hours per week (fifteen (15) hours per week if you are a student). You must also qualify for state unemployment benefits or sign up with a recognized employment agency before you will be granted a deferment, continue to meet these qualifications during the entire deferment period, and meet the notice and verification requirements described in Section 9. In addition, you may be eligible for a deferment if a Qualifying Person(s) becomes Involuntarily Unemployed and meets all requirements; refer to Section 12 for qualifications and exclusions.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Involuntary Unemployment for the following reasons: (1) voluntary forfeiture of employment, salary, wages or employment income; (2) resignation; (3) retirement or self-employment; (4) Full Time Employment is seasonal; (5) termination of employment as the result of willful or criminal misconduct; (6) scheduled termination of an employment contract; or (7) dissolution or temporary suspension of a business partnership of which you are a partner.
 - c. **Benefit Period.** The maximum period of deferment for an occurrence of Involuntary Unemployment is twenty-four (24) monthly billing periods (which are referred to in this Amendment as "months"). No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
4. **Deferment Because of Hospitalization or Disability:** You may be eligible for a deferment because of Hospitalization or Disability. "Hospitalization" means that you are admitted to a hospital due to a medical condition. You must be hospitalized for at least one overnight stay and require continuous care by a licensed physician (other than you or a family member) for at least thirty (30) consecutive days. The term "hospital" includes any licensed medical or psychiatric hospital, or convalescent nursing, residential drug or hospice facility. "Disability" means that you are unable to perform the normal duties of your occupation for at least thirty (30) consecutive days as a result of a medical condition, and are under the continuous treatment of a licensed physician (other than you or a family member) who will verify the same as described in this Amendment. You must meet all the requirements described in this Amendment.

The sections appearing below describe these benefits in detail. There are important eligibility requirements you must meet and exclusions that are not covered under the Plan, and you should review these carefully before the thirty (30) day refund period expires (See Section 18).

- a. **Qualifications.** To qualify for a Hospitalization or Disability deferment, you must meet the notice and verification requirements described in Section 9. In addition, you may be eligible for a deferment if a Qualifying Person(s) becomes Hospitalized or Disabled and meets all requirements; refer to Section 12 for qualifications and exclusions. Note that there is a ninety (90) consecutive day waiting period between deferments for Hospitalization or Disability.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Hospitalization or Disability for the following reasons: (1) normal pregnancy and childbirth; (2) intentionally self-inflicted injuries; (3) a previous deferment for the same or a related medical condition or Qualifying Occurrence.
 - c. **Benefit Period.** The maximum period of deferment for an occurrence of Hospitalization or Disability is twenty-four (24) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
5. **Deferment Because of Leave of Absence:** You may be eligible for a deferment because of a Leave of Absence. "Leave of Absence" means the absence from Full Time Employment (as defined in Section 3.a.) without pay for any reason permitted by your employer's plan, as described in this Amendment:
- a. **Qualifications.** To qualify for a Leave of Absence deferment, we will request that you provide us with a letter from your employer stating that you have been granted an unpaid leave of absence from work, the reason for the leave of absence, and the date the leave began. To be considered for deferment for a Leave of Absence, Full Time Employment is required. Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) takes an unpaid Leave of Absence and meets all requirements; refer to Section 12 for qualifications and exclusions.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefits for Leave of Absence for the following reasons: (1) voluntary forfeiture of employment, salary, wages or employment income; (2) resignation; (3) retirement or self-employment; (4) Full Time Employment is seasonal; (5) termination of employment as the result of willful or criminal misconduct; (6) scheduled termination of an employment contract; or (7) dissolution or temporary suspension of a business partnership of which you are a partner.
 - c. **Benefit Period.** The maximum period of deferment for a Leave of Absence occurrence is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
6. **Deferment Because of a Life Event:** You may be eligible for a deferment because of a covered Life Event that occurs after your enrollment in the Plan. "Life Event" means the birth or adoption of a child; marriage or domestic partnership; divorce; experiencing a natural disaster; or being called to active military duty. You must meet all of the requirements as described in this Amendment:
- a. **Qualifications.** To qualify for a Life Event deferment, you must request benefit activation within one (1) year of the covered Life Event and we will request that you provide the following:
 - i. **Birth or Adoption of a Child** – a copy of the birth certificate or adoption papers, or other legally recognized documentation.
 - ii. **Marriage or Domestic Partnership** – a copy of the marriage certificate, or other legally recognized documentation.
 - iii. **Divorce** – a copy of the divorce decree or court order of divorce, or other legally recognized documentation.
 - iv. **Natural Disaster** – a copy of an insurance report or other documentation indicating that as a result of a natural disaster (ex: flood, hurricane, tornado) you experienced at least \$500 in damages to your residence or proof that your residence is uninhabitable, or other proof that you have been directly impacted by a federally declared natural disaster within the United States.
 - v. **Call to Active Military Duty** – a copy of military orders indicating that you have been called to active duty in the United States military.
- Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) experiences a covered Life Event and meets all requirements; refer to Section 12 for qualifications and exclusions.
- b. **Exclusions.** You will not be eligible to activate your deferment benefits for a Life Event for the following reasons: (1) foster care, guardianship or custodial arrangements; (2) separation or annulment; or (3) a request for benefit activation for the same occurrence of a covered Life Event.
 - c. **Benefit Period.** The maximum period of deferment for each occurrence of a covered Life Event is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
7. **Deferment Because of a Payment Holiday:** You may be eligible for a deferment because of a Payment Holiday. A "Payment Holiday" means you can defer one (1) minimum monthly payment one time each calendar year (i) if you incur a household, medical or transportation expense of \$50 or more, or (ii) for a specified Federal Holiday, as described in this Amendment:
- a. **Qualifications.** To qualify for a Payment Holiday, you must incur a covered household expense (ex: repairs, home improvements, or maintenance), medical expense (ex: medications, vision, or doctor visits), or transportation expense (ex: auto repair, maintenance, or travel), or one of the following Federal Holidays must occur: New Year's Day (January 1), Independence Day (July 4) or Labor Day. When you request benefit activation for covered expenses, we will request that you provide proof in the form of a receipt, contract, bill of services, or travel itinerary. Your request for a deferment for a covered Federal Holiday must be received either in the calendar month prior to or in the calendar month of the holiday. Additionally, in order to qualify, you must meet the notice and verification requirements described in Section 9. You may also be eligible for a deferment if a Qualifying Person(s) incurs a covered expense and meets all requirements; refer to Section 12 for qualifications and exclusions.
 - b. **Exclusions.** You will not be eligible to activate your deferment benefit for a Payment Holiday for the following reasons: (1) the expense is less than \$50 or (2) for Federal Holidays not covered under this Plan.
 - c. **Benefit Period.** The period of deferment for a Payment Holiday is one (1) month. Benefits can be activated once per calendar year. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
8. **Deferment Because of Death of a Qualifying Person(s):** You may be eligible for a deferment because of the Death of a Qualifying Person(s). You must meet all of the requirements as described in this Amendment:

- a. **Qualifications.** The requirements for Qualifying Person(s) appear in Section 12. In order to qualify, you must meet the notice and verification requirements described in Section 9.
- b. **Exclusions.** You will not be eligible for a deferment if a Qualifying Person(s) does not meet the requirements described in Section 12 at the time of his or her death.
- c. **Benefit Period.** The maximum period of deferment due to the Death of a Qualifying Person(s) is three (3) months. No Account may be in deferment for more than twenty-four (24) consecutive months. You must meet certain requirements between benefit activations (See Section 16).
9. **When a Deferment Period Begins and Related Requirements:** To be granted a deferment, you must meet all the requirements described in this Amendment. Your Account must be less than 2 billing cycles overdue, not over the credit limit, not restricted from use, and not in default at the time of the occurrence. The date of the occurrence must be after the date of your enrollment in the Plan, you must be enrolled at the time you request benefit activation, and your enrollment must have been uninterrupted from the date of the Qualifying Occurrence until benefits have been activated. You cannot activate deferment benefits until you have been enrolled in the Plan for at least thirty (30) calendar days. You will be notified by mail of your enrollment date in the Plan. Your deferment begins when you are notified that you qualify. Until your Account statement reflects that you have been granted a deferment, you must continue to make at least your minimum monthly Chase credit card payment(s). (Chase has hired a Plan Administrator to administer benefits and perform other tasks; the phone number and address appear in Section 25.)
- a. **Required Notification of Occurrence.**
- Involuntary Unemployment, Hospitalization, Disability, Leave of Absence and Death of Qualifying Person(s):** You should notify the Plan Administrator immediately of the occurrence of Involuntary Unemployment, Hospitalization, Disability, Leave of Absence, or Death of Qualifying Person(s). At the time you call to activate benefits, you or the Qualifying Person(s) must be Involuntarily Unemployed, Hospitalized, Disabled, on Leave of Absence or the Qualifying Person(s) must be deceased.
 - Life Event:** You must request benefit activation within one (1) year of the date of the covered Life Event.
 - Payment Holiday:** You can request benefit activation for a covered expense at any time after the expense is incurred. You must request benefit activation either in the calendar month prior to or in the calendar month of the covered Federal Holiday.
- b. **Provisional Deferment.** You may be granted a Provisional Deferment of up to thirty (30) consecutive days if you satisfactorily answer certain questions from our Plan Administrator who will then verify that your Account is in good standing to activate a benefit (as described in the first paragraph of Section 9). The Plan Administrator decides, at its sole discretion, whether you qualify. If granted, you will be sent a Verification Form ("Form") that you must complete and return along with any required documents to the Plan Administrator within thirty (30) days of the date appearing on the Plan Administrator's notice to you. A Provisional Deferment will last no more than thirty (30) consecutive days. A Provisional Deferment may be revoked at any time if it is believed that the information provided by you was false in any way, or if you fail to send in your Forms, or if it is determined that you do not meet the requirements described in this Amendment.
- c. **Deferment.** If you are not granted a Provisional Deferment, or your Provisional Deferment has ended, the Plan Administrator may provide you with a Form and a list of required documents in order to verify your eligibility for a deferment. Provisional Deferments and deferments are subject to your continuing eligibility for the benefit. A deferment is a month-to-month benefit and you must continue to return the completed Forms when requested by the Plan Administrator (typically on a monthly basis) in order for the deferment to continue. You may only activate one type of deferment benefit per occurrence. You must meet certain requirements between benefit activations (See Section 16).
- d. **Verification of Eligibility for Benefit.** Initial proof of the Qualifying Occurrence (See Section 2) including your submission of the Form along with any required documents, must be provided no later than thirty (30) days from the grant of a deferment. Form(s) verifying Involuntary Unemployment must be completed by a recognized employment agency or include other proof acceptable to us; Form(s) verifying Hospitalization or Disability must be completed by a licensed physician (other than you or a family member); and proof of Leave of Absence must be completed by your employer. The Form verifying Death of a Qualifying Person(s) must accompany a certified copy of the death certificate. We have the right to request that you provide the Form(s) as often as is reasonably necessary.
10. **Account Conditions During a Deferment Period:** Your Account will be "frozen" during all deferment periods, except for Payment Holiday. You and any Authorized Users will no longer have charge privileges and all automatic or prearranged charges to your Account must be cancelled by you when a deferment period begins. If your Account is used to make a purchase, take a cash advance, or any other transaction during a deferment period, your deferment will be revoked. No finance charges, annual fees for the Account, or Plan Fees will be charged to your Account during a deferment period. Your Account will not be considered delinquent in our records or in information we provide to credit bureaus or to anyone else as a result of receiving a deferment under the Plan. The Account balance at the time a deferment period ends will be the Account balance owed at the time the deferment was granted including transactions authorized by us and transactions not yet posted to your Account.
11. **When a Deferment Period Ends:** The deferment period will end: when your enrollment in the Plan is cancelled; when you or a Qualified Person(s) are no longer Involuntarily Unemployed, Hospitalized, or Disabled; when you die; when the Qualified Person(s) ceases to meet the requirements described in Section 12; when you or any Authorized User of your Account uses your Account as prohibited under Section 10; if you fail to provide the Forms or documents we have requested to confirm your eligibility for a deferment under the Plan; if you file for bankruptcy; or we discover that you intentionally misrepresented any information pertaining to your deferment. If the deferment period does not end sooner for one of these reasons, it will end after we have deferred your payment for twenty-four (24) months for Involuntary Unemployment, Hospitalization, or Disability; three (3) months for Leave of Absence, Life Events, or Death of Qualifying Person(s); and one (1) month for a Payment Holiday. Beginning with your first Account statement after the deferment period ends, you will be required to start making at least the minimum monthly payment due on your Chase credit card by the payment due date. Finance charges, Plan Fees, and other fees associated with your Account will resume. You can also start using your Account again unless your Account is closed or it is determined that you are in default under the Agreement or this Amendment.
12. **Qualified Person(s) Requirements:**
- a. **Spouse.** To qualify you for a deferment, your Spouse must meet all the requirements described in this Amendment that are applicable to you. You and your Spouse must reside in the same Household. "Household" means two or more people who regularly occupy the same residence and use the same permanent address. We have the right to require proof of marriage, including tax return forms or marriage certificate, and

address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that your Spouse regularly occupies your residence. If a Spouse is also an Authorized User or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.

b. Domestic Partner. To qualify you for a deferment, your Domestic Partner must meet all the requirements described in this Amendment that are applicable to you. You and your Domestic Partner must be in a relationship and have resided in the same Household (as defined in Section 12.a.) for at least 6 months, be age 18 or older, not be related to each other in a way that would prohibit legal marriage, and not be legally married to anyone else; or the two of you have registered as domestic partners pursuant to a domestic partnership ordinance or law of a state or local government. We have the right to require proof of address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that your Domestic Partner regularly occupies your residence, as well as proof of age, including a birth certificate, driver's license, or other acceptable document. If a Domestic Partner is also an Authorized User or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.

c. Authorized User. To qualify you for a deferment, an Authorized User must meet all the requirements described in this Amendment that are applicable to you. The Authorized User must be reflected in our records as a co-cardmember or an Authorized User of your Account and have been issued a Chase credit card prior to the covered occurrence. If an Authorized User is also a Spouse or Domestic Partner, or Higher Wage Earner, he or she can only qualify you for one deferment per occurrence.

d. Higher Wage Earner. The Higher Wage Earner is someone other than you who may qualify you for a deferment. The Higher Wage Earner and you must reside in the same Household (as defined in Section 12.a.). To determine whether you or another member of your Household has the higher employment income, your employment income will be compared with the employment income of the other Household member immediately prior to the occurrence. We have the right to require proof of address, including one or more of a driver's license, tax form, payroll form, utility bill or other acceptable document using your address of record to substantiate that the Higher Wage Earner regularly occupies your residence. If a Higher Wage Earner is also a Spouse or Domestic Partner, or an Authorized User, he or she can only qualify you for one deferment per occurrence. To qualify you for a deferment, the Higher Wage Earner must meet all the requirements described in this Amendment that are applicable to you.

13. Debt Cancellation and Related Requirements: You may be eligible for a Debt Cancellation because of Accidental Death. "Debt Cancellation" means that you will receive a credit to your Account balance as of the first billing statement issued following your Accidental Death, up to \$25,000. To be granted a Debt Cancellation, the date of the accident that results in your Accidental Death must be after the date of your enrollment in the Plan, you must be enrolled at the time a Debt Cancellation is requested, and your enrollment must have been uninterrupted from the date of the occurrence until benefits have been activated. You must meet certain requirements between benefit activations (See Section 16). Your Account cannot be credited until you have been enrolled in the Plan for at least thirty (30) calendar days. You will be notified by mail of your enrollment date in the Plan. If your Account balance exceeds the \$25,000 maximum

Debt Cancellation benefit you will be responsible for the remaining balance. If we discover that you (or someone acting on your behalf) have intentionally misrepresented any information pertaining to a request or grant of Debt Cancellation, we may charge your Account for the full amount credited to your Account. (Chase has hired a Plan Administrator to administer benefits and perform other tasks; the phone number and address appear in Section 25.) You must meet all of the requirements described in this Amendment:

a. Accidental Death: "Accidental Death" means death of the covered cardmember as a result from bodily injury sustained, which is the direct result of accidental contact with another body or object, independent of disease or bodily infirmity or any other cause. A credit to your Account balance will be granted as of the first billing statement issued following your Accidental Death, up to \$25,000. Only one Debt Cancellation for Accidental Death will be granted during the life of the Account.

i. Qualifications. To qualify for the Accidental Death Debt Cancellation, your death must result from bodily injury sustained, which is the direct result of accidental contact with another body or object, independent of disease or bodily infirmity or any other cause. A certified copy of the death certificate indicating cause of death must be submitted before your Account will be credited. Accidental Death Debt Cancellation may be requested for up to one (1) year following your Accidental Death.

ii. Exclusions. Accidental Death Debt Cancellation benefits will not be credited for the following reasons: (1) death is not accidental; (2) Accidental Death as a result of an injury that occurred prior to your enrollment in the Plan; or (3) the Accidental Death of a Qualifying Person(s).

14. Limited Benefits for Retired Cardmembers: If you are retired (or retire while enrolled in the Plan), you may qualify for all benefits except for Involuntary Unemployment or Leave of Absence. (However, a Qualified Person(s) may qualify you for a deferment as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.) You can contact the Plan Administrator to see if there is a different plan that better meets your needs.

15. Limited Benefits for Self-Employed Cardmembers: As a self-employed individual, you may qualify for all benefits except for Involuntary Unemployment or a Leave of Absence unless you can demonstrate that you are a salaried employee of a corporation and payroll taxes are paid for you. (However, a Qualified Person(s) may qualify you for a deferment as a result of their Involuntary Unemployment or Leave of Absence so long as all the Plan requirements are met.) You can contact the Plan Administrator to see if there is a different plan that better meets your needs.

16. Waiting Periods Between Deferments: There is an additional waiting period that must be met, by you or the Qualifying Person(s), between debt deferment benefit activations. Please refer to the chart below:

| Waiting Periods Between Deferments | |
|--|---------|
| Between Life Events or Payment Holiday* | 30 Days |
| Between Involuntary Unemployment, or Hospitalization, or Disability, or Leave of Absence, or Death of a Qualifying Person(s) | 90 Days |

*Only one (1) Payment Holiday deferment each calendar year is permitted.

17. Plan Fees: The monthly fee for the Plan (the "Plan Fee") is calculated by multiplying each one hundred dollars (\$100) of your ending monthly statement balance by seventy-nine cents (\$0.79). No Plan Fee will be charged if there is no ending monthly statement balance.

The Plan Fee will be shown on your Account statement and added to the balance due on your Account each month. Plan Fees are billed in arrears for the Account statement period. Your enrollment in the Plan will renew each month automatically with the payment of your Plan Fee unless you or we cancel your enrollment as described in Section 18.

18. Cancellation:

- a. **By You.** You may cancel your enrollment at any time and for any reason by calling or writing the Plan Administrator. If you cancel within thirty (30) calendar days of your initial enrollment, we will credit your Account for any Plan Fees you have been charged. Otherwise, no refund of Plan Fees is payable upon cancellation. Your enrollment in the Plan will terminate on the last day of the billing cycle in the month in which we receive your cancellation notice and, unless you cancel within thirty (30) days of initial enrollment, you will be required to pay the Plan Fee for that month. The Plan Fee will be discontinued with the next billing cycle following the month in which we receive your notice of cancellation. We may require you to confirm your cancellation to the Plan Administrator in writing.
- b. **By Us.** If your Account is closed by us for any reason, we will cancel your enrollment without notice.

If you or we cancel your enrollment in the Plan, this Amendment is terminated and all eligibility for deferment benefits and cancellation benefits (including any benefits then being provided) will cease as of the date your enrollment in the Plan terminates. If we discontinue the Plan we will notify you of your cancellation.

- 19. Waiver of Requirements:** We reserve the right to waive any of the requirements set forth in this Amendment. However, if we do so, we will not be obligated to waive the same requirement again or for any other cardmember, and our waiver of one or more requirements will not constitute a waiver of any other requirements. A waiver of a requirement may be terminated, in our discretion, at any time and need not be terminated for all Plan enrollees.

- 20. Change of Terms:** We may change any of the terms of this Amendment, provided that we will notify you of any such changes and provide you with a reasonable opportunity to cancel your enrollment without penalty before the change goes into effect. Changes may include, without limitation, adding new terms or deleting or modifying existing terms. Any changes to this Amendment can apply to all outstanding unpaid indebtedness and any new transactions on your Account.

- 21. Plan Availability:** The Plan is available in all 50 states of the United States, the District of Columbia, and Puerto Rico.

- 22. Cardmember Agreement:** All provisions of your Agreement remain in full force and effect. In the event of a conflict between your Agreement and this Amendment, the terms of this Amendment will govern.

- 23. Governing Law:** This Amendment shall be governed by the laws of the United States.

- 24. Tax Implications:** The Debt Cancellation of all or a part of your Account balance may be taxable income to you or your estate. You should contact your tax advisor with any questions.

- 25. Questions/Requests for Benefits/Plan Administrator:** If you have questions or want to apply for benefits, you should contact the Plan Administrator, toll-free, at 1-877-752-8572 between 8:00 a.m. and 10:00 p.m., Monday through Friday, Eastern Time, or Saturday, 10:00 a.m. to 5:00 p.m., Eastern Time, except for federal holidays. Written correspondence and other documents should be sent via U.S. mail to: Chase Plan Administrator, P.O. Box 977122, Miami, Florida 33197-7122.

- 26. Continuation of the Plan after Account Closing:** If you voluntarily close your Account, your enrollment in the Plan will continue unless you cancel (See Section 18). Plan Fees will be billed (as described in Section 17) for as long as there is an outstanding Account balance. If you close your Account for any reason during a deferment period, you must contact the Plan Administrator to continue your deferment benefit.



THE RIGHT RELATIONSHIP IS EVERYTHING®

Chase Manhattan Bank USA,
National Association