

## **TERMS AND CONDITIONS FOR CREDIT JOURNEY**

Credit Journey is subject to Trans Union LLC's ("TransUnion") Terms of Use, <https://www.transunion.com/legal/terms-of-use>. Use of Credit Journey is also subject to the following additional Credit Journey Terms and Conditions, as amended from time to time. YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO CREDIT JOURNEY.

As used herein, the terms "Chase," "us," "we," or "our" mean Chase Bank USA, N.A., JPMorgan Chase Bank, N.A., or any affiliate, agent, service provider, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of Credit Journey; "you" or "your" means the individual that is the owner of an account.

When you use or access, or permit any other person(s) or entity to use or access Credit Journey, you agree to these terms and conditions. We may amend or change these terms and conditions from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the Credit Journey website. Please access and review these terms and conditions regularly. If you find the terms and conditions unacceptable to you at any time, please discontinue your use of Credit Journey. Your use of Credit Journey after we have made such changes available will be considered your agreement to the change.

### **Eligibility**

You must be a U.S. resident or a resident of any territory or possession of the U.S. to use Credit Journey. Also, you must be at least 18 years old. Credit Journey is available online at <https://www.creditviewdashboard.com/CreditView/CreditView?enterprise=ChaseBankNA&offer=CVCB1> provided that you have sufficient credit history in a credit file with TransUnion to generate a VantageScore Credit Score and to provide credit report information. Chase will use this information to provide you with the Credit Journey service and to offer you other Chase products from time to time. If TransUnion cannot match you with a credit report or is otherwise unable to obtain your VantageScore Credit Score, you will not be able to use this service until such time as you have built a credit sufficient history. We reserve the right to refuse access to Credit Journey at any time.

### **Registration and Accurate Information**

If you chose to access Credit Journey, you will be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TransUnion Interactive, Inc. promptly of any unauthorized use of Credit Journey and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access Credit Journey.

## **Your Authorization to Chase to Obtain Your Credit Information**

By checking the Authorization box and clicking “I consent” during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for TransUnion or any other consumer reporting agency to release your credit report information, including a VantageScore Credit Score, to Chase upon Chase’s request at any time as long as you are enrolled in the Credit Journey service. Chase will use this information to provide you with the Credit Journey service and to offer you other Chase products from time to time.

## **VantageScore Credit Score**

The credit score provided is your VantageScore Credit Score, which is a model created by the three major credit bureaus, Equifax Inc., Experian Information Solutions, Inc. and TransUnion. VantageScore Credit Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many different credit scores in the marketplace based on different models with different scoring ranges. The scores provided by Credit Journey are for educational/informational purposes only. Credit Journey can only evaluate the account information that appears on your TransUnion consumer credit report. Accounts not reported to or subsequently deleted from your TransUnion consumer credit report will not be reflected in your score. Credit Journey does not maintain your credit report information and is not able to make any changes to it.

Your credit information will be presented to you by Chase in an easy-to-read format. We intend for you to learn more about your credit score and the factors that impact it, but note that Chase and TransUnion are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Chase and TransUnion do not provide “credit repair” services or advice or assistance regarding rebuilding or improving your credit history or credit score, or monitoring for specific events that may impact your credit information. Chase and TransUnion also cannot act on your behalf to dispute the accuracy of any information that appears in your credit report, other than information reported by Chase. Chase and TransUnion are not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

**You can view your VantageScore Credit Score and Credit Journey as often as you like. It won’t impact your credit score.**

## **Simulations**

Credit Journey has a credit score simulator that estimates how certain changes in your credit behavior may impact your credit score. This simulator shows how these changes impact the credit score displayed on Credit Journey, which is the VantageScore Credit Score. Simulated scores and score changes simulated by Credit Journey are only predicated estimates. Credit Journey and TransUnion Interactive, Inc. do not guarantee that your actual credit score will change by the same amount, in the same way, or at all.

## **Communications**

You agree to receive these terms and conditions and all other communications regarding Credit Journey

in electronic format. You agree that by using Credit Journey, all notices, alerts or other communications which we may be required to give you arising from our obligations under Credit Journey may be sent to you by any or all of the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you,
- By text message or
- In any other manner permitted by law including, but not limited to, posting it on our website.

By enrolling in Credit Journey, you are consenting to receive these communications. We will continue to honor any opt out requests that you have made for messages from Chase.

### **Your Right To Receive A Free Credit Report From [AnnualCreditReport.com](http://AnnualCreditReport.com)**

Credit Journey provides you with your VantageScore Credit Score, related information and other credit report information. However, it's important to know that, by law, you also have the right to free credit reports from [AnnualCreditReport.com](http://AnnualCreditReport.com) or by calling 877-322-8228, which is the authorized source under federal law for free credit reports. By law, you may obtain one free credit report from each of the three national consumer reporting agencies (Experian Information Solutions, Inc., Equifax Inc., and TransUnion) during any twelve-month period. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **New Features**

We may, from time to time, introduce new features to Credit Journey or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

### **Cancellation**

You may terminate your service with Credit Journey at any time by unenrolling on Credit Journey's website. Your cancellation will be effective after we have a reasonable time to process it. When you cancel, it does not affect the validity of any actions taken by us prior to your cancellation. We may cancel or amend the terms of the product at any time for any reason.

### **Trademark Information**

Credit Journey and the other trademarks, logos, and service marks displayed on this web site are the trademarks of Chase, its affiliates or their respective third party owners. Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission.

### **Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, CHASE IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST

PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF CREDIT JOURNEY, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND THE CONTROL OF CHASE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF CREDIT JOURNEY IS AT YOUR SOLE RISK AND THAT CREDIT JOURNEY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

### **No Warranties**

YOU ACKNOWLEDGE THAT CHASE MAKES NO WARRANTY THAT CREDIT JOURNEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, CHASE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO CREDIT JOURNEY AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

### **Other Agreements**

In addition to these terms and conditions, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either Credit Journey or products which may be accessed via Credit Journey, including, but not limited to, any account agreements that apply to any Chase accounts you may have, and with all applicable state and federal laws and regulations. In the event of a conflict between the terms of these terms and conditions and any applicable Chase account agreements with us, the terms of these terms and conditions will control except as may be otherwise stated herein.

### **Termination**

We may terminate, suspend or limit your access privileges to Credit Journey, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these terms and conditions for all purposes. We may determine other eligibility criteria in our sole discretion.

### **Disputes**

In the event of a dispute arising under or relating in any way to these terms and conditions or to Credit Journey, you and we agree to resolve this dispute by looking to these terms and conditions. If there is a

conflict between what one of our employees says and these terms and conditions, these terms and conditions shall control.

### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using Credit Journey and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Credit Journey or the use of Credit Journey by anyone using your account number, PIN, user ID or password or your violation of these terms and conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these terms and conditions.

### **Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via Credit Journey or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our U.S. Consumer Privacy Notice, as amended from time to time, including reproduction, publication, broadcast and posting.

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

### **Choice of Law/Successors**

These terms and conditions and their enforcement shall be governed by the laws of the State of Delaware, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the District of Delaware, or if such court does not have subject matter jurisdiction, to the courts of the State of Delaware.

**These terms and conditions and your account will be governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this account.**

### **Waiver**

We will not be deemed to have waived any of our rights or remedies under these terms and conditions unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A

waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Severability**

If any provision of these terms and conditions conflicts with the law under which these terms and conditions is to be construed or if any provision of these terms and conditions is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **Chase Account Information**

If you have a Chase account, any Chase account information provided to you as part of Credit Journey is not the official record of your Chase account or its activity. Your Chase account statement, furnished to you by us for Chase accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. Credit Journey information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

### **New Jersey Residents**

All provisions of these terms and conditions are valid, enforceable and applicable in New Jersey.