

**Exhibit C: Change in Terms**

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Chase Card Services  
PO Box 15519  
Wilmington DE 19850-5519



Ms. Diane L. Comani  
DIAMOND DI DAY CARE  
PO Box 448  
Hagaman, NY 12086-0448

Southwest Rapid Rewards® Credit Card ending in 9041

### Important Changes to Your Account Terms

**Notice:** Your Business Card Agreement and associated Rewards Program Agreement (if any) were assigned to JPMorgan Chase Bank, N.A., as successor by merger to Chase Bank USA, N.A., on **05/18/2019**. Furthermore, beginning **05/18/2019** all references to Chase Bank USA, N.A. in your Guide to Benefits and any additional account agreements and documents shall be read as JPMorgan Chase Bank, N.A.

#### Summary of changes to your account terms effective 08/11/2019.

- The description of the Minimum Payment calculation found under your Business Card Agreement Rates and Fees Table is changing to a **minimum of \$35** and to include unique payment obligations in connection with Flexible Financing Offers.
- We are introducing a new feature, My Chase Loan<sup>SM</sup>, under which Flexible Financing Offers may be available to you from time to time, subject to the new rates and fees and Business Card Agreement terms described below.
- A binding arbitration provision is added. **YOU CAN REJECT THE BINDING ARBITRATION AGREEMENT. YOU MUST MAIL YOUR REJECTION TO US BY 08/10/2019. PLEASE SEE THE END OF THIS NOTICE FOR INSTRUCTIONS.**
- We've updated our mailing address for sending certain types of notices and inquiries.

#### Details on the changes to your account, effective 08/11/2019

1. Your Business Card Agreement Rates and Fees Table is amended as follows:

Revised Terms as of 08/11/2019	
INTEREST RATES AND INTEREST CHARGES	
<b>My Chase Loan Annual Percentage Rate (APR)</b>	<b>18.24%</b> . This APR will vary with the market based on the Prime Rate. <sup>a</sup> Promotional offers with fixed APRs and varying durations may be available from time to time on some accounts.
<b>Paying Interest</b>	Your due date will be a minimum of 20 days after the close of each billing cycle. We will not charge you interest on new purchases if you pay your entire balance or Interest Saving Balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.

#### ADDITIONAL INFORMATION ABOUT THESE CHANGES

<sup>a</sup> **My Chase Loan APR:** We add **12.74 %** to the Prime Rate to determine the *My Chase Loan* APR. Variable APRs are based on the highest U.S. prime rate published in the Money Rates section of *The Wall Street Journal* two business days (not weekends or federal holidays) before your statement closing date. The U.S. prime rate is currently **5.50%** as of

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05/08/2019. The daily periodic rate is 0.04997%.

2. The description of Minimum Payment found under your Business Card Agreement Rates and Fees Table is changed to read as follows:

**Minimum Payment:** We will calculate the minimum payment as:

1. Any past-due amounts; **PLUS**
2. Any special payment obligations in connection with Flexible Financing Offers which require repayment of the balance over a pre-selected number of billing periods; **PLUS**
3. The larger of:
  - a. \$35 (or total amount you owe if less than \$35); or
  - b. The sum of:
    - i. 1% of the new balance (excluding any Flexible Financing Offer balances which require special payment obligations to ensure repayment of the balance over a pre-selected number of billing periods), **PLUS**
    - ii. any periodic interest charges and late fees we have billed you on the statement for which your minimum payment is calculated.


### 3. IMPORTANT DEFINITIONS

The *Important Definitions* section of your Business Card Agreement is amended to include two new terms, *Interest Saving Balance* and *Flexible Financing Offers*, as follows:

TERM	WHAT IT MEANS
<b>Interest Saving Balance</b>	When you take advantage of Flexible Financing Offers, we will not charge you interest on new purchases if you pay your entire Interest Saving Balance by the due date each month. If your Interest Saving Balance for any billing cycle is less than your minimum payment due, your Interest Saving Balance amount will reflect your minimum payment due to avoid a late fee.
<b>Flexible Financing Offers</b>	When you take advantage of Flexible Financing Offers, like those available with <i>My Chase Loan</i> , you can pay those balances over time based on their offer terms and still avoid additional interest charges on new purchases.

### 4. USING YOUR CARD

We are adding *My Chase Loan* to your account. This is a new feature under which Flexible Financing Offers may be available to you from time to time. Therefore, the Using Your Card section of your Business Card Agreement is amended to include a new transaction type, *My Chase Loan*, as described below. Remember, your account is a business account and, along with all included features, like *My Chase Loan*, should be used for business transactions and not for personal, family or household purposes.

TRANSACTIONS	WHAT IT MEANS TO YOU	OUR RESPONSIBILITY
<b>My  Loan</b>	If eligible, you may use the <i>My Chase Loan</i> feature to obtain cash for your business as an electronic deposit into an eligible bank account held by a financial institution located in the United States by accepting a <i>My Chase Loan</i> offer. Each offer will include a <i>My Chase Loan</i> APR and the number of billing periods it will take to pay the <i>My Chase Loan</i> balance in full by making regular payments each monthly billing period.  Your ability to create a <i>My Chase Loan</i> balance is based on a variety of factors, such as your creditworthiness, your credit limit, and your past account behavior. You will not be able to create a <i>My Chase Loan</i> balance if you enroll in a debt management program or if your account is closed or in default.  <i>My Chase Loan</i> transactions are not Cash Advances or Balance Transfers. <i>My Chase Loan</i> provides Flexible Financing Offers. Therefore, when you have a <i>My Chase Loan</i> balance on your account, we will not charge you interest on new purchases if you pay your entire Interest Saving Balance by the due date each month.	At our discretion, we may make <i>My Chase Loan</i> available to you; we may decline a <i>My Chase Loan</i> transaction for any reason.

### 5. PAYING US BACK

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- The second bullet under "What it Means to You" for the *Interest-Free Period on Purchases* within the *Paying Us Back* section of your Business Card Agreement is amended to include a reference to Interest Saving Balance, as follows:
  - Your account is in an interest-free period when you pay your New Balance or Interest Saving Balance, as shown on your statement, every month by the due date and time. During this period, you will not pay interest on new purchases.
- The "What it Means to You" column for *Payment Allocation* under the *Paying Us Back* section of your Business Card Agreement is amended in its entirety to read as follows:
  - When you make a payment, generally, we first apply your minimum payment to the monthly obligation for any Flexible Financing Offer balances with special payment obligations which require repayment of the balance over a pre-selected number of billing periods, and then to the balance on your monthly statement with the lowest APR.
  - Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first.
  - If you do not pay your New Balance or Interest Saving Balance, as shown on your statement, in full each month, you may not be able to avoid interest charges on new purchases.
- The PO Box address for *Disputing Payments* within the *Paying Us Back* section of your Business Card Agreement is replaced with "the Cardmember Service address shown on your billing statement."

#### 6. ABOUT OUR RELATIONSHIP

- The PO Box address for *Communications* and *Credit Information* within the *About Our Relationship* section of your Business Card Agreement is replaced with "the Cardmember Service address shown on your billing statement."
- A new section titled *Binding Arbitration* is added to the *About Our Relationship* section of your Business Card Agreement as follows:

IMPORTANT INFORMATION	WHAT IT MEANS
Binding Arbitration	<p>Unless you timely reject the agreement to arbitrate, disputes with us may be resolved by binding arbitration. With arbitration, you cannot go to court, have a jury trial or initiate or participate in a class action for your dispute(s) with us. In arbitration, disputes are resolved by an arbitrator, not a judge or jury, and procedures are simpler and more limited than rules applicable in court.</p> <p>Please see the <i>Arbitration Agreement</i> section for more details, including instructions for how to reject the agreement to arbitrate.</p>

#### 7. INTEREST CHARGES

With the introduction of *My Chase Loan*, the description of when we add transactions and fees to your daily balance within the *Interest Charges* section of your Business Card Agreement is amended as follows:

"We add transactions and fees to your daily balance no earlier than:

- For new purchases, balance transfers, cash advances or *My Chase Loan*— the date of the transaction.
- For new cash advance checks or balance transfer checks — the date the payee deposits the check.
- Fees — either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose."

#### 8. ARBITRATION AGREEMENT

A new section titled *Arbitration Agreement* is hereby added to the end of the agreement as follows:

##### ARBITRATION AGREEMENT

##### PLEASE REVIEW—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This arbitration agreement provides that all disputes between you and Chase must be resolved by BINDING ARBITRATION whenever you or we choose to submit or refer a dispute to arbitration. By accepting this arbitration agreement you GIVE UP YOUR RIGHT TO GO TO COURT (except for matters that may be taken to a small claims court). Arbitration will proceed on an INDIVIDUAL BASIS, so class actions and similar proceedings will NOT be available to you.

YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT TO ARBITRATION, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO PROMPTLY. If you do not reject this agreement to arbitration by **08/10/2019** in the manner set forth below, then:

- \* In arbitration, your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY.
- \* The procedures in arbitration are simpler and more limited than rules applicable in court.

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\* Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT.

If you do not reject this agreement as provided below by **08/10/2019**, you or we may elect to resolve any Claim by arbitration.

For purposes of this agreement to arbitrate, "you" includes any co-applicant or authorized user on your account, or anyone else connected with you or claiming through you; and "we" or "us" includes JPMorgan Chase Bank, N.A. and Chase Bank USA, N.A., all of their parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities and all third parties who are regarded as agents or representatives of us in connection with the account, or the subject matter of the claim or dispute at issue.

All claims or disputes between you and us about or relating in any way to your account, any prior account, your business card agreement with us (including any future amendments), any prior business card agreement, or our relationship are referred to as "Claims" for purposes of this agreement to arbitrate. Claims include, for example, claims or disputes arising from or relating in any way to transactions involving your account; any interest, charges, or fees assessed on your account; any service(s) or programs related to your account; any communications related to your account; and any collection or credit reporting of your account. Claims also include claims or disputes arising from or relating in any way to advertising and solicitations, or the application for, approval, or establishment of your account. Claims are subject to arbitration regardless of whether they are based on contract, tort, statute, regulation, common law or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your account is closed, sold, or assigned; you pay us in full any outstanding debt you owe; or you file for bankruptcy. In the event that your account is sold and/or assigned, we retain our right to elect arbitration of Claims by you and you retain your right to elect arbitration of Claims by us.

\* If you are covered by the Military Lending Act, then you are not bound by this arbitration agreement, and to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

The only other exception to the arbitration requirement is that you have the right to file and pursue a Claim in a small claims court instead of arbitration if the Claim is in that court's jurisdiction and proceeds on an individual basis.

If you initiate a Claim in arbitration, no changes to the terms of this agreement to arbitrate that are made after we receive your Claim will apply to that Claim.

This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

#### ***Can I (the customer) reject this agreement to arbitrate?***

Yes. You have the right to reject this agreement to arbitrate if you notify us no later than **08/10/2019**. You must do so in writing by stating that you reject this agreement to arbitrate and include your name, account number, address and personal signature. Your notice must be mailed to us at P.O. Box 15298, Wilmington, DE 19850-5298. Rejection notices sent to any other address, or sent by electronic mail or communicated orally, will not be accepted or effective.

#### ***What about class actions or representative actions?***

Individuals sometimes seek to bring lawsuits on behalf of other, similarly situated individuals. This is often called a class action. Class actions, other similar representative procedures, and consolidation of Claims (except for claimants on the same account) are *not* available under this agreement to arbitrate. Claims in arbitration will proceed only on an individual basis. Additionally, you may not join your claims with other persons on other accounts in the arbitration; each person must arbitrate his or her own claims separately.

**UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE ARE WAIVING THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.**

The arbitrator shall have no authority to entertain any Claim as a class action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate Claims brought by separate claimants (except for claimants on the same account). To be clear, this means that the arbitrator also shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party. If these terms prohibiting class, representative, or consolidation procedures are held to be legally unenforceable for any reason with respect to a Claim, then the Claim must be handled through litigation in court instead of by arbitration.

#### ***How does arbitration work?***

Arbitration is different from a lawsuit in state or federal court. Arbitration is conducted by private organizations that specialize in alternative dispute resolution, and is conducted before a neutral arbitrator instead of a judge or jury. Arbitration procedures are generally simpler and more informal than court procedures. For example, discovery is more limited in arbitration than in court. Also, arbitrator decisions are subject to only limited review by courts. As discussed above, certain rights that you may have in court are not available in arbitration. At the same time, in arbitration you are entitled to recover attorneys' fees from us to the same extent as you would be in court.

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