Welcome to *, <FName>.

As a new member, you can earn 50,000 bonus award miles with the

Card. You can use your miles toward flights,
hotel stays, car rentals, merchandise and more.

Apply at

com/new by October 31, 2014.



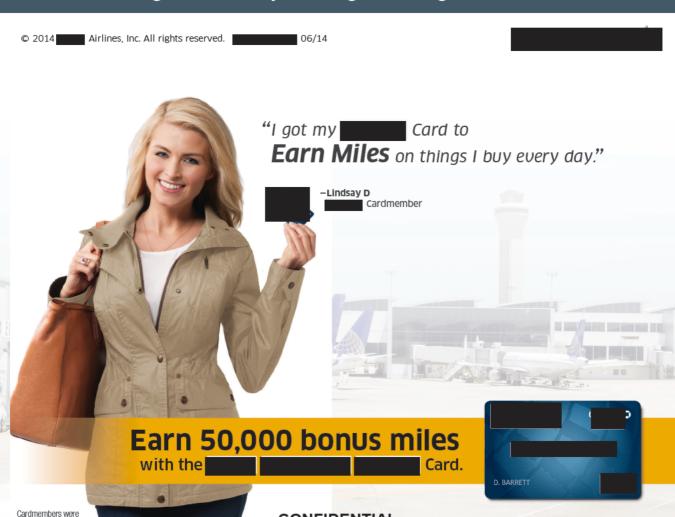


FNAME LNAME SUFFIX ADDR1 ADDR2 ADDR3 APTNUM CITY, STATE ZIP BARCODE

The Card.

compensated for their participation.

Earn 50,000 bonus miles • Intro offer: first year free¹
First checked bag free² • Priority boarding • No foreign transaction fees¹



CONFIDENTIAL

Earn 50,000 bonus miles

after you spend \$2,000 on purchases in the first three months your account is open.

Now you can earn more award miles and receive special travel perks with the Card. You'll earn miles on all your purchases and enjoy a \$0 Intro Annual Fee for the first year, then \$95.1

Apply for this invitation-only offer at | October 31, 2014.

com/new by

Earn thousands of bonus miles:

50,000

Bonus after spending \$2,000 in the first three months your account is open

+ 5,000

Bonus after adding an authorized user and making a purchase in the first three months your account is open

+ 10,000

Bonus after spending \$25,000 in a calendar year



Get special perks at the airport and beyond.

Watch your mileage balance grow.

Earn 50,000 bonus miles after you spend \$2,000 in the first three months your account is open, plus 5,000 bonus miles after you add an authorized user to your account and make a purchase during the first three months.

Earn an additional 10,000 bonus miles each calendar year you spend at least \$25,000 on your Card.

Earn two miles per \$1 spent on tickets purchased from and **one mile per \$1 spent** on all other purchases.

Your miles won't expire as long as you are a Cardmember.

Enjoy all the extras.

First standard checked bag free for you and a companion on perated flights (up to a \$100 savings per roundtrip) when you purchase your tickets with your Card?

Priority boarding – you'll be invited to board operated flights ahead of general boarding.

No foreign transaction fees on purchases made with your Card outside the U.S.¹

Two one-time-use Club™ passes each year.

Use your miles to book any seat, any time – if seats are available for sale on any perated flight, you can use miles to book an award ticket at the Standard Award level.

Apply at

<u>com/new</u> by **O**ctober 31, 2014.

This is an invitation-only offer and is valid for the original recipient of this mailing only. Restrictions and limitations apply. Offer subject to change. See
Purchase and balance transfer APR is 15.99% variable. Cash advances and overdraft advances APR is 19.24% variable. Penalty APR of 29.99% variable. Variable APRs change with the market based on the Prime Rate, which was 3.25% on 05/16/14. Annual fee: \$0 introductory fee the first year. After that, \$95. Minimum interest Charge: None. Balance Transfer Fee: 3% of the amount of each transaction, but not less than \$5. Note: This account may not be eligible for balance transfers. Cash Advance Fee: 5% of the amount of each advance, but not less than \$10. Foreign Transaction Fee: None. Credit cards are issued by a Bank USA, N.A. Subject to credit approval. To obtain additional information on the current terms and information on any changes to these terms after the date above, visit states or the District of Columbia.
² Free checked bag: Free bag is for first checked bag for the primary cardmember and one companion traveling on the same reservation. Service charges for additional/oversized/overweight bags may apply. Purchase of ticket(s) with Card is required. See
terms and conditions: Miles accrued, awards, and benefits issued are subject to change and are subject to the rules of the program, including without limitation the Premier® program. The "Program including by the program including activity for miles to post to your account. It may change the program including, but not limited to, rules, regulations, travel awards and special offers or terminate the program at any time and without notice. In the member, Bonus award miles, award miles and any other miles earned through non-flight activity do not count toward qualification for Premier status or any other status does not entitle members to any vested rights with respect to the calculations made in connection with the program, including without limitation with respect to the accumulation of mileage or Premier status or any other status does not entitle members to any vested rights with respect to the program. All calculations made in connection with the program, including without limitation with respect to the accumulation of mileage and the activity do not count toward qualification for Premier status unless expressly stated otherwise. The accumulation of mileage or Premier status of any other status does not entitle members to any vested rights with respect to the program. All calculations made in connection with the program, in their discretion and such calculations will be considered final. Information in this communication that relates to the program does not purpor to be complete or comprehensive and may not include all of the information that a member may believe is important, and is qualified in its entirety by reference to all of the information on the program at the program including activity of miles and program, go to www.

PRICING INFORMATION

INTEREST RATES AND INTEREST CHARGES		
Purchase Annual Percentage Rate (APR)	15.99% . This APR will vary with the market based on the Prime Rate. ^a	
Balance Transfer APR	15.99 %. This APR will vary with the market based on the Prime Rate. ^a	
Cash Advance APR	19.24 %. This APR will vary with the market based on the Prime Rate. ^b	
Overdraft Advance APR	19.24 %. This APR will vary with the market based on the Prime Rate. ^b	
Penalty APR and When It Applies	 Up to 29.99%. This APR will vary with the market based on the Prime Rate.^c The Penalty APR may be applicable to your Account if you: fail to make any Minimum Payment by the date and time due (late payment); or make a payment to us that is returned unpaid. How Long Will the Penalty APR Apply: If your APRs are increased for any of these reasons, the Penalty APR may apply indefinitely. 	
How to Avoid Paying Interest on Purchases	Your due date will be a minimum of 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers, cash advances, and overdraft advances on the transaction date.	
Minimum Interest Charge	None	
Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.	

FEES		
Annual Membership Fee	\$0 Intro fee for the first year. After that, \$95	
Transaction Fees		
Balance Transfers	Either \$5 or 3 % of the amount of each transfer, whichever is greater.	
Cash Advances	Either \$10 or 5% of the amount of each transaction, whichever is greater.	
Foreign Transactions	None	
Penalty Fees		
Late Payment	Up to \$15 if the balance is less than \$100; up to \$25 if the balance is \$100 to less than \$250; up to \$35 if the balance is \$250 or more.	
Return Payment	Up to \$35 .	
Return Check	None	

Note: This account may not be eligible for balance transfers.

How We Will Calculate Your Balance: We use the daily balance method (including new transactions).

Prime Rate: Variable APRs are based on the 3.25% Prime Rate as of 04/17/2014.

- a We add 12.74% to the Prime Rate to determine the Purchase/Balance Transfer APR.
- ^b We add 15.99% to the Prime Rate to determine the Cash Advance/Overdraft Advance APR.
- ^c We add up to 26.99% to the Prime Rate to determine the Penalty APR. Maximum APR 29.99%.

TERMS & CONDITIONS

Authorization: When you respond to this credit card offer from Bank USA, N.A., a subsidiary of & Co. ("we", or "us"), you agree to the following:

- 1. You authorize us to obtain credit bureau reports that we will use when considering your application for credit. You also authorize us to obtain credit bureau reports and any other information about you in connection with: 1) extensions of credit on your account; 2) the administration, review or collection of your account; and 3) offering you enhanced or additional products and services. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you.
- 2.If an account is opened, you will receive a Cardmember Agreement with your card(s). You agree to the terms of this agreement by: using the account or any card, authorizing their use, or making any payment on the account.
- 3. When you give us your mobile phone number, we have your permission to contact you at that number about all your 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.
- 4.Rates, fees, and terms may change: We have the right to change the account terms (including the APRs) in accordance with your Cardmember Agreement.

Before we approve you for a credit card, we will review your credit report and the information you provide with your response to confirm that you meet the criteria for this offer. Based on this review, you may not receive a card.

You must be at least 18 years old to qualify (19 in AL and NE). An applicant, if married, may apply for a separate account.

We reserve the right to change the benefit features associated with your card at any time.

New York Residents: New York residents may contact the New York State Banking Department at 1-800-518-8866 to obtain a comparative list of credit card rates, fees, and grace periods.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that

credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Cardmember Service

Affiliate Information Sharing: We and our affiliates may share information about you among affiliates in order to offer products and services of interest to you. If you would prefer that we do not share information from your application, credit bureaus or third parties, please call us at a comparties, please call us at a comparties, visit us on the web at http://www.com/privacypolicy.

For additional information about your account, please visit United online at www. for complete terms and conditions. For additional information about your application or current Credit Card account, please call us at

Replying to this offer: If you omit any information on the form, we may deny your request for an account. You must have a valid permanent home address within the 50 United States or the District of Columbia. We cannot process the form if the mailing address has been changed to an address outside that market area.

USA PATRIOT Act: Please note: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account such as your name, address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents.

Return your offer in the envelope provided or mail to: