

TERMS & CONDITIONS

LGC22427

Authorization: When you ("you", "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Cardmember Agreement, and who is agreeing to the terms on their own behalf and that of the company) respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You authorize us to obtain business and consumer credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each 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). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. **As described in the Cardmember Agreement, we reserve the right to change the terms of your account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account.**
6. **You also certify you have the authority to permit us to issue your credit card containing the Company name if completed on the form.**

Individual and Company Liability: You understand that by responding to this offer you agree to be personally responsible for payment of all balances incurred on all cards and accounts issued pursuant to this application now or whenever such additional accounts may be established in the future, and that the Company is jointly liable for all balances on all accounts in the Company name. You understand that if you leave the employment of the Company, you will continue to be responsible for the outstanding balances on the accounts. You must notify us immediately to close the accounts and prevent further usage.

Before we approve you for a credit card, we will review your credit report, the Company's financial information, and the information you provide with your response to confirm that you meet the criteria for this offer. Based on this review, you may receive a card with different costs or you may not receive a card. We may request additional information for a credit line above \$25,000.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization.

You must be at least 18 years old to qualify (19 in AL and NE).

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

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.

Balance Transfer Option: You agree that all transferred balances consist of business-related expenses. The Visa,® MasterCard,® Discover,® American Express® or any store card account(s) you list will show a credit, reducing the amount you owe them by the amount you transferred. The available credit on your new account will be reduced, just as if you had made a purchase. The balance transfer amount(s) will show up on your initial statement for your new account. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact the other credit card company directly. It may take up to three weeks to set up your account and post the balance transfers. Therefore, you may need to make payments to your other account(s) to keep them current. Balance transfers are contingent upon issuance of your new account. There will be a transaction fee for each balance transfer if one is disclosed in the Rate, Fee and Other Cost Information that accompany this offer. We reserve the right to decline to process any partial or full balance transfer request and will not process a balance transfer request from any other account with us or any of our affiliates.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. If applicable, Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. You must have a valid permanent home address, and the Company must be headquartered, within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 08/22/2008. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Michelin Advantage Program – Where smaller fleets get bigger value

MICHELIN \$ ADVANTAGE PROGRAM

The Michelin Advantage Program is designed to help add to your bottom line by giving you even more value from using Michelin® Truck tires.

Cash Back Advantage

Through our alliance with Chase, the Michelin Advantage Visa® Card offers fleets tremendous value on all your business purchases.

Truck Support Advantage

Michelin Advantage Program members are automatically enrolled in Michelin® ONCall™. Only Michelin® ONCall™ can bring Michelin dependability to your emergency road service.

Minimize your downtime during emergencies with Michelin ONCall

- Arrival on site within 2 hours or less guaranteed
- 24/7/365 response from Michelin's network of commercial service dealers
- Predefined pricing on dispatch fees, service and tires - eliminates guesswork

Direct Information Advantage

As a member of the Michelin Advantage Program, you will receive access to a unique online resource to help improve the way you operate, with valuable information about a broad range of subjects from fuel to tire buying.

For more information, please visit
www.michelintruck.com or see a
Michelin Advantage Program brochure.

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FIRST-CLASS MAIL PERMIT NO. 411 WILMINGTON, DE
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3% Cash Back on
Michelin® Purchases¹
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No Annual Fee

\$20 statement
credit after first
purchase³



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APPLY TODAY!
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or visit www.michelintruck.com

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Print Date: 09/08

Get these valuable benefits –
FREE WITH YOUR
MICHELIN ADVANTAGE VISA® CARD

For your bottom line:

- 3% back on purchases at participating Michelin dealers¹
- 1% on all other purchases¹
- 0% Intro APR for up to 6 months² on purchases and Balance Transfers
- No Annual Fee
- \$20 statement credit after first purchase³

For your convenience:

- Itemized monthly statements
Track expenses for you and your employees
- Quarterly online reports
Monitor spending by category
- Online Account Management
Pay bills, check your balance, and download transactions into Quicken®, Quickbooks® and Microsoft Money®
- Complimentary Visa benefits⁴
Travel Accident Insurance, Collision Damage Waiver Coverage, Emergency Card Replacement, and more

APPLY TODAY!

Mail the enclosed Application.
 Or call 1-800-865-8068.

Please see important information about rates, fees and other costs included with this offer.

Michelin Advantage Visa Card
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Type of Business Please print in black ink, one character to a box.

Required (Check One):
 Corporation
 Partnership
 Sole Proprietor
 Non-Profit
 Government
 LLC
 Other

Name of Company
 Company Street Number and Name (required)
 City (required) State (required) Zip Code (required)
 Company Phone Number Years as Current Owner Number of Employees (including self)
 Tax Identification Number (required except for Sole Proprietor)

Authorizing Officer
 You must be one of the following (check one):
 President
 Vice President
 Treasurer
 Owner
 Member
 Partner

First Name of Authorizing Officer (required) MI Last Name (required)
 Home Street Number (required) Home Street Name (required--no P. O. Boxes accepted)
 City (required) State (required) Zip Code (required)
 Social Security Number (required) Date of Birth (required) Mother's Maiden Name (required)
 Home Phone Number (required) Annual Household Income* .00
*Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

E-Mail Address

Additional Card(s)

1 First Name of Additional Cardmember MI Last Name
 Social Security Number (required)

2 First Name of Additional Cardmember MI Last Name
 Social Security Number (required)

Balance Transfer Option Transfer the amount(s) shown from the MasterCard®, Visa®, Discover®, American Express®, or any store card account(s) listed below to my new account.

Amount Account Number (refer to credit card)
 Amount Account Number (refer to credit card)

X Your Signature Date

Customer Verification: I certify that I have read and agreed to all of the terms, authorizations and disclosures included with this form; and that everything I have stated in this application is true and correct. I agree that Chase and the partner named in this offer may share information about me and my account(s).

RATE, FEE AND OTHER COST INFORMATION

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Annual Percentage Rate (APR) for purchases	A 0% fixed APR for the first 6 billing cycles following the opening of your account. After that, 10.99% variable ^a , 14.99% variable, or 19.99% variable, depending on our review of your application and credit history.
Other APRs	Balance Transfer APR: A 0% fixed APR for the first 6 billing cycles following the opening of your account. After that, 10.99% variable, 14.99% variable, or 19.99% variable, depending on our review of your application and credit history. Cash Advance APR: 20.99% variable Default APR: Up to 28.99% variable. See explanation below. ^b Overdraft Advance APR: 13.99% fixed (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus, as applicable, 5.99%, 9.99%, or 14.99% for outstanding and new balances after the introductory period. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 23.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	None
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

Please detach along the perforated line.

^a Rates, fees, and terms may change: We reserve the right to change the account terms (including the APRs) at any time for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. Any changes will be in accordance with your account agreement.

^b Your APRs may increase if you default on this account for any of the following reasons: We do not receive at least the minimum payment due by the date and time due; you exceed your credit line, if applicable; or you make a payment to us that is not honored by your bank. Your APRs may increase as of the first day of the billing cycle in which the default occurs. We may consider the following factors to determine the default rate: the length of time your account has been open; the existence, seriousness and timing of defaults; other indications of your account usage and performance; and information about your other relationships with us, any of our related companies or from consumer credit reports.

^c The "Prime Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* two business days before the Closing Date on the statement for each billing period. Variable APRs are based on the 5.00% prime rate on 08/22/2008.



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SOURCE CODE

XXXXXX
MARKETING ID

XXXXXXXXXX
MERCHANT ID