

MileagePlus Rules

Rules for the MileagePlus Program

Important: The following are the rules and other provisions (collectively, "Rules") of the MileagePlus® Program, which includes but is not limited to the accrual and redemption of miles, awards and benefits and Premier® and Million Miler benefits, (collectively, the "Program"). By enrolling or participating in the Program, you indicate your acceptance of these Rules and agree to abide by them. It is your responsibility to read and understand all of the Rules. For more information, contact the MileagePlus Service Center or visit the MileagePlus website at mileageplus.com. These Rules cannot be superseded or changed, except in writing from United Airlines or any of its affiliates (collectively, "United"). The most current Rules may be found on united.com and this is the final authority on the Rules. The Rules on united.com shall be deemed to supersede any prior or conflicting versions thereof.

General conditions

1. The Program is offered at the discretion of United and United has the right to terminate the Program, in whole or in part, or to change the Rules, benefits, conditions of participation, Premier (and/or Million Miler) qualification criteria or mileage levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of Premier (and/or Million Miler) status levels, benefits, mileage or certificates already accumulated.
 1. United may, among other things, withdraw, limit, modify or cancel any award; increase the mileage, cash required, applicable co-pays or number of certificates required for any award; modify benefits associated with Premier (and/or Million Miler) status; modify Premier (and/or Million Miler) qualification criteria; modify or regulate the transferability of awards or benefits; add an unlimited number of blackout dates; or limit the number of award seats available to any or all destinations. Members of the Program ("Members"), in accumulating any benefits of any kind including but not limited to certificates, mileage, and (to the extent applicable) Premier qualifying dollars ("PQD"), Premier qualifying segments ("PQS"), Premier qualifying miles ("PQM"), Premier Qualifying Flights ("PQF") or

Premier Qualifying Points ("PQP," together with PQD, PQS, PQM, PQF or any future type of Premier qualification metric (each, to the extent applicable), "Premier Qualifying Credits"), may not rely upon the continued availability of (a) the benefits associated with a Premier (and/or Million Miler) status level or (b) an award or award level, and Members may not be able to obtain all offered benefits or awards or use awards to all destinations or on all flights. For the purpose of calculating Premier qualification requirements earned in 2020, or after, to qualify for Premier status with respect to the 2021 program year or after, the definition of "Premier Qualifying Credits" shall include PQP and PQF and any other Premier qualification metric United determines to use in its sole discretion. United reserves the right to make bonus and promotional offers by United or MileagePlus Partners selectively available to certain Members at any time, based on flight activity, Partner (defined below) activity, geographic locations, Premier status level, mileage accumulation, Program participation, or other factors determined at United's sole discretion. Mileage redemption activity (and processing of any mileage redemption requests for any awards, certificates or benefits, including without limitation any Premier (and/or Million Miler) status benefits, if applicable) may be prohibited in any MileagePlus account or suspended for a period of time after the opening of the MileagePlus account.

2. The Rules control your membership and participation in the Program and no covenants at law or in equity shall be implied or incorporated, all of which are expressly disclaimed. United has the sole right to interpret and apply the Rules. **IF UNITED OR A PARTNER IMPROPERLY DENIES AN ACCRUAL OR BENEFIT, LIABILITY WILL NOT EXCEED THE EQUIVALENT VALUE, AS DETERMINED BY UNITED, OR THE PARTNER AS THE CASE MAY BE, OF THAT ACCRUAL OR BENEFIT. IN NO EVENT SHALL UNITED BE LIABLE TO A MEMBER, OR ANYONE ACTING ON THE MEMBER'S BEHALF, FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, ARISING OUT OF THE ACTS OR OMISSIONS OF UNITED IN CONNECTION WITH THE PROGRAM, OR COSTS OR ATTORNEYS' FEES.** Any abuse of the Program or failure to follow the Rules, United's Contract of Carriage, United's fare rules, Partner rules, terms and conditions or any abuse of any Partner offers or programs, any violation of law, rule, or regulation, any conduct detrimental to the interests of United, any fraudulent activity or attempted fraudulent activity, any dissemination

of information designed to defraud United, or any misrepresentation of any information furnished to United or its affiliates by any Member, anyone else acting on the Member's behalf, or any third party (collectively, "Prohibited Conduct"), may result in United exercising any one or more of the following remedies ("United's Remedies"), with or without notice to the Member: (a) the termination by United of such Member's membership (including without limitation any Premier or Million Miler status, if applicable), (b) the removal or cancellation by United of any or all accrued mileage, Premier Qualifying Credits, lifetime miles, and any pending or outstanding award redemptions, certificates, or benefits (including without limitation any benefits associated with Premier (and/or Million Miler) status, if applicable), (c) the confiscation of any award tickets, denial of boarding with respect to any award ticket holders or, at United's discretion, completion of the travel only upon payment of an applicable revenue fare (and applicable taxes and fees), or (d) the loss of other Program benefits. In addition to the foregoing United's Remedies, United may, upon written request, require the Member to repay the value, as determined by United, of the awards redeemed, certificates or benefits acquired as a result of Prohibited Conduct and, in the event of a Member's failure to repay, may initiate legal action to recoup the value of awards redeemed, certificates or benefits acquired by the Member through Prohibited Conduct. Members whose accounts have been terminated shall not be eligible to participate in any aspect of the Program and shall not be eligible to enroll with new accounts unless express consent is received from United.

3. In the event United suspects Prohibited Conduct, United reserves the right, with or without notice to the Member, (a) to delay or suspend all activity (including without limitation any mileage redemption activity and processing of any mileage redemption requests for any awards, certificates or benefits, including without limitation any Premier (and/or Million Miler) status benefits) in any MileagePlus account, and (b) to audit or investigate any MileagePlus account at any time. During the course of an audit or investigation, a Member's account information may be shared with any third party with whom United has contracted to assist in performing such audit or investigation. While the account is suspended, the Member may continue to accrue miles and Premier Qualifying Credits in the account, but no mileage redemptions or other transactions will be permitted and any outstanding award redemptions, certificates and benefits (including without limitation any Premier (and/or Million Miler) status benefits, if applicable) will be subject to cancellation or suspension. Cancelled award redemptions,

certificates and benefits must be surrendered to United upon United's request. Upon completion of the audit or investigation, if Prohibited Conduct has been detected by United, United may exercise any one or more of United's Remedies or any other remedies available at law or in equity.

4. Each Member is responsible for being and remaining knowledgeable as to the Rules and the amount of mileage in such Member's account. A Member shall notify United promptly of any error in the Member's MileagePlus account such as an erroneous mileage balance, certificate balance, PlusPoints balance or other credit balance (e.g. TravelBank). In the event a Member's mileage balance, certificate balance, PlusPoints balance, credit balance, or other balance offered by MileagePlus is erroneously credited for any reason, the Member's use of such erroneously credited benefit shall constitute a violation of these Program Rules. United may, but shall have no obligation to, send newsletters, statements, correspondence or other materials, including notifications of Program changes or special promotions. Each Member shall be responsible for advising United of any change of contact information and United shall have no liability for misdirected correspondence or any consequences thereof.
5. The accumulation of mileage, certificates, PlusPoints and/or Premier Qualifying Credits and/or the redemption of awards are subject to these Rules. The accumulation of mileage, certificates, PlusPoints and/or Premier qualification and/or Premier status (or Million Miler status), and other credits and benefits do not entitle Members to any vested rights with respect to the Program, including without limitation, any awards or Premier benefits (or Million Miler benefits). No mileage, benefits, certificates, PlusPoints, Premier Qualifying Credits, account numbers, Premier (and/or Million Miler) status or awards earned or granted under the Program may be transferred or assigned except as expressly permitted by United in writing or under programs fully authorized and/or sponsored by United.
6. The Program is maintained for the benefit of United and individual Members. Only individuals are eligible for MileagePlus membership, and each individual may maintain only one account in the Program. Notwithstanding the foregoing, MileagePlus may, in certain circumstances, permit Members who are not individuals to participate in the Program, subject at all times to the provisions of Rule 39 and any other limitations set forth by MileagePlus in its sole discretion. Duplicate accounts in the Program will be subject to cancellation. Generally, mileage, benefits, certificates, PlusPoints, Premier Qualifying Credits, Premier (and/or Million Miler) status or awards earned or granted in two or more different accounts

may not be combined. If a Member maintains multiple accounts and United suspects or finds Prohibited Conduct, United reserves the right to exercise United's Remedies with respect to each account. Only the Member named on the account will be entitled access to account information. Account information is United's proprietary information and, except as otherwise authorized by United, Members may access information only for the purpose of obtaining information about their account. Each Member is responsible for ensuring account credentials are not shared, distributed, or given to any other individual and no Member may delegate or grant access (via power of attorney, contract, or otherwise) to a third party. Any Member who shares account information with any third party will be held responsible for such third-party's actions with respect to the Account. Account information may be reproduced for use by the applicable Member but must contain copyright and proprietary notices and redistribution in any way requires United's written permission.

7. Awards and benefits, including accrued mileage, Premier (and/or Million Miler) status levels, Premier (and/or Million Miler) benefits, PlusPoints, Premier Qualifying Credits and certificates do not constitute property of the Member and are not transferable except as set forth herein. Accrued mileage may be transferred to another MileagePlus account through United's Transfer Miles Program. Members must comply with the Transfer Miles Program Terms and Conditions found on united.com. In the event of the death or divorce of a Member, United may, in its sole discretion, credit all or a portion of such Member's accrued mileage to authorized persons upon receipt of documentation satisfactory to United and payment of applicable fees.
8. All calculations made in connection with the Program, including without limitation, the value of any benefits, the accumulation of mileage, the satisfaction of the qualification requirements for Premier (or Million Miler) benefits and achievement of Premier status, and/or the revisions of calculations (including without limitation any estimates), will be made by United in its discretion and such calculations will be considered final.
9. Neither United's waiver or consent to a deviation from the Rules nor any course of dealing shall be construed as a waiver by United of any subsequent violation of the Rules and United may invoke United's Remedies for a violation of the Rules despite any such prior waiver or consent.

Prohibition of sale or barter

1. The sale, barter or other transfer or attempted sale, barter or other transfer of any mileage, certificates, PlusPoints, awards, benefits or status, other than as authorized and/or sponsored by United, is expressly prohibited. Any mileage, certificates, PlusPoints, awards, benefits or status sold, bartered or otherwise transferred is in violation of the Rules and any accounts or Members involved in such sales, barter or other transfers may be subject to United's Remedies. The acquisition, use, transfer or attempted acquisition, use or transfer of mileage, certificates, PlusPoints, awards, benefits or status that have been acquired by purchase, barter or other transfer in violation of the Rules may result in United's exercise of United's Remedies.
2. Reserved.

Partners

1. "Partners" means airlines, banks, rental car companies, hotels or other entities other than United who offer products, services, or other benefits, including without limitation status, or market to Members of the Program or who may permit the accrual or redemption of mileage by Members. United and its subsidiaries, affiliates and agents are not responsible for any products, services or other benefits provided by participating companies and Partners. The Partners are independent entities, and United is not responsible for the nature or quality of any products or services provided by Partners, nor for any solicitation efforts or other acts or omissions by Partners. Mileage accrual and redemption offers and other offers made to Members by a Partner for utilizing a Partner's product or service can vary based upon the type of membership, Premier (or Million Miler) status level and other factors. Details on specific Partner offers are as published from time to time and Partner offers will be governed by the terms and conditions set forth by the applicable Partner. Routing and destinations for award travel on airline Partners are determined by our individual travel partners.
2. United shall have no liability for Partner withdrawals from the Program; award or offer changes, including without limitation changes to the amount of mileage offered; discontinued United or Partner products, services or other benefits, including without limitation status; cancellations caused by Partner withdrawals, including without limitation cancellations of awards, mileage accrual offers, mileage redemption offers, and/or Partner elite status level cancellation; or any other act or failure to act by a Partner. United may change the criteria for Partner offers (such as mileage level,

Premier (or Million Miler) status or other criteria) or impose other restrictions upon the use of Partner offers or awards, with or without notice.

3. United reserves the right to deny the redemption of mileage and/or the accrual of mileage and/or Premier Qualifying Credits in connection with the use of any Partner product, service or other benefits, in the event that accrual of such mileage and/or qualifying credits and/or redemption of mileage is prohibited by law or otherwise.

Privacy Policy

1. By participating in the Program, Members authorize United to collect, maintain, use, process and share their information, including, without limitation, names, email addresses, physical addresses, account and other information in accordance with United's Privacy Policy. You can learn more about how United collects, maintains, uses, processes and shares your information in United's Privacy Policy which may be viewed at <https://www.united.com/ual/en/us/fly/privacy.html>. United's Privacy Policy is merely a statement of administrative protocol; it is not a contract, nor does it create any contractual or legal rights. United's Privacy Policy is not made, or intended to be made, a part of these Rules.

Mileage accrual

1. Miles will be accrued in a Member's account only when the Member avails themselves of a means of accrual recognized under the Program. Members may only accrue mileage as a result of their own utilization of services, whether air transportation or otherwise, except to the extent that mileage may be earned for purchases made through authorized debit or credit cards or as expressly allowed under the applicable offer. For the avoidance of doubt, businesses that are Members have limited accrual opportunities and are not eligible to accrue mileage or Premier Qualifying Credits for certain activity, including without limitation traveler flight activity, hotel stays, car rentals or any other activity undertaken by the owners, directors, officers, employees, agents or contractors of such businesses that are Members, whether air transportation or otherwise, except to the extent that mileage may be earned for purchases made through authorized debit or credit cards of the business or as expressly allowed under the applicable offer.
 1. United, in its sole discretion, may permit individual Members to credit mileage and Premier Qualifying Credits earned for flights on other

airlines to their individual Program accounts, and other airlines or entities may, by agreement with United, permit their program members to credit to their accounts mileage earned for flights on United. In such cases, unless otherwise expressly provided, such mileage may be credited in only one frequent flyer or loyalty program. United shall determine which partner airlines are eligible for credit and may change such partner airlines at any time in its sole discretion with or without notice. United may prohibit the accrual of mileage, Premier Qualifying Credits and other benefits on certain routes flown by partner airlines when required by law or otherwise.

2. Members receiving benefits at time of booking, check-in, travel or other activity in which Program benefits are provided, including but not limited to premium seating, fee waivers, additional baggage allowance, lounge access and other travel benefits must maintain their MileagePlus account number throughout the entire reservation and any subsequent reservations created from the original reservation, and for the entire duration of the original and future travel associated with these reservations. Further, if benefits are obtained by a companion traveler by virtue of a Member's status or other benefits and such Member is no longer traveling on their original reservation, any companion traveling on the original reservation will no longer be eligible for the Premier and other benefits obtained as a result of the Member's status or other benefit allowance.
2. Members may be required to supply a password and/or other security measures when conducting certain transactions in writing, by phone or on the internet for security or other purposes. A password and/or other security measures may be required for certain services, including but not limited to making reservations, redeeming miles and changing an address. Members are responsible for maintaining the confidentiality of their password and other security credentials, as applicable. United is not responsible for stolen security credentials or passwords and will not redeposit miles for redemptions using the Member's security credentials or password.
3. Except as otherwise expressly permitted by United, mileage can be accrued only after the Member's official enrollment date and can be applied only to the Member's account.
 1. In the case of air travel, mileage and Premier Qualifying Credits will be credited only to individual Members and only for flights actually flown

by the individual Member. Benefits associated with Premier status (e.g., bonus miles, Premier Access, baggage allowance, upgrade benefits, etc.) will be based on the Member's Premier status at the time of travel, not at the time that air travel is purchased, booked or reserved. Neither Mileage credit nor Premier Qualifying Credits will be awarded for flight cancellations. In addition, some fares or tickets, including but not limited to special promotional accommodations, rentals, industry discounts, consolidation tickets, group rates or special promotional rates (e.g. PassPlus), at United's discretion, by itself or in conjunction with United's Partners, may be excluded from eligibility for benefits, Premier status, mileage accrual and Premier Qualifying Credits. United expressly reserves the right to establish the means of accruing mileage and Premier Qualifying Credits, to delete or modify any or all of the means currently recognized or to exclude specific types of transactions or tickets from the accumulation of mileage and Premier Qualifying Credits, in each case, with or without notice.

4. Reserved.
5. Reserved.
6. Class-of-service bonus miles and/or Premier Qualifying Credits, if any, will be credited according to the fare paid, not the cabin flown, and will not be credited on any upgrade.
7. Except as otherwise expressly permitted by United from time to time, Award miles and Premier Qualifying Credits will not be credited for award travel including tickets purchased using a combination of miles and money. Members who are not individuals are not eligible to accrue mileage or Premier Qualifying Credits for passenger flight activity.
8. Partner offers will be governed by the terms and conditions set forth by the applicable Partner.
9. Only the Member associated with the MileagePlus account number which is used with Partner transactions may receive mileage credit and, as applicable, Premier Qualifying Credits for Partner services. Members who are not individuals are not eligible to accrue mileage for certain activities, including without limitation traveler flight activity, hotel stays, car rentals or any other activity undertaken by the owners, directors, officers, employees, agents or contractors of such Members who are not individuals.
10. Reserved.

Claims about Member balances

1. United will, in most cases, credit its Members' accounts with accrued mileage and Premier Qualifying Credits. However, each Member shall have the responsibility to ensure that such Member's mileage and Premier Qualifying Credits and any other eligible credit are properly credited. United shall determine qualification for mileage credit and Premier Qualifying Credit and reserves the right to adjust a Member's account balance if mileage or Premier Qualifying Credits were deposited in error. Where a Member contends that mileage or Premier Qualifying Credit has been earned but not credited, or in cases where United deems verification is required, United reserves the right to require proof from the Member, including but not limited to copies of tickets, receipts or similar documentation verifying any transactions claimed to have been performed. Any claims for mileage or Premier Qualifying Credits by the Member and proof of such claims must be received by United within twelve (12) months after the date such mileage or Premier Qualifying Credit was claimed to be earned. Certain Partners may have valid retro-credit claim periods that differ. Please check united.com or the Partner offer for details.
 1. Each Member shall have the responsibility to notify United of any erroneous or fraudulent mileage deduction from such Member's account within twelve (12) months of the date of the deduction. United will review such Member's claim and reserves the right to require proof, documentation or certification from such Member during the review. A redeposit back into to such Member's account of the miles claimed to be erroneously deducted will be determined by United in its sole discretion after review and United's decision will be considered final.

Mileage expiration

1. Mileage accrued in a Member's account shall be maintained in the account until it is redeemed for an award or until it is otherwise forfeited pursuant to (a) these Rules, United's Contract of Carriage or United's fare rules, (b) Prohibited Conduct, (c) applicable laws or regulations, (d) Member requested account closure, (e) the death of a Member or (f) the failure of a Member to respond to repeated communication attempts regarding the status of his/her account.

Premier (and Million Miler) qualification criteria and benefits

1. United shall also establish the criteria and process for achieving Premier status levels (or Million Miler status levels) and the benefits associated therewith, including without limitation the criteria and process for accumulating Premier Qualifying Credits. Premier and Million Miler benefits are offered at the discretion of United and United has the right to terminate such benefits, in whole or in part, or to change benefits, conditions of participation, qualification criteria, qualification process or mileage levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of Premier (and/or Million Miler) status levels, or benefits already accumulated.
2. Effective January 1, 2020, (a) Members may achieve Premier status through the accumulation of PQP and PQF in such manner as determined by United from time to time and (b) Members will no longer achieve Premier status on the basis of PQM, PQS or PQD.

Award redemption

1. United shall establish the amount, structure, availability, process and other criteria for award redemption (including the amount of mileage necessary to redeem each award), all of which are subject to modification, cancellation or limitation at United's discretion, with or without notice. The amount of mileage required to redeem any award may be substantially increased or decreased, any award may be withdrawn, and restrictions on any award or its redemption may be imposed at any time. United may prohibit award redemption for any Member at its discretion or when required by law or otherwise.
2. Awards may, at the request of the Member, be issued by MileagePlus in the name of the Member or in the name and for the use of any other person only for non-commercial purposes. Such awards will be issued only after a Member validates their account via use of a password or other security measures that United has in place at the time of the award request.
3. MileagePlus award tickets may be subject to the taxes, fees, tariffs, Contract of Carriage, ticket terms, and re-accommodation policies of the carrier on which travel is scheduled.
 1. Redemptions of any non-air awards will be subject to the additional terms and conditions associated with redemption of the applicable award, including any terms or conditions established by the Partner that is providing any such non-air award.

4. After an award ticket or other award is issued, a service charge may be imposed for each change or cancellation requested by the Member.
5. Award tickets, awards, certificates and seat upgrades may be subject to applicable departure taxes, federal inspection fees, passenger facility charges and other fees, charges or taxes, and the person utilizing the award ticket, award, certificate or seat upgrade is responsible for the payment of any such items that may apply.
6. When an award is redeemed but then is subsequently cancelled or returned in accordance with the Program's applicable rules and/or ticketed fare rules at that time (or, as applicable, the Partner's rules) the Member's award miles taken in connection therewith will be redeposited into the Member's account, subject to a service charge. For purposes of clarification, some awards may not be eligible for redeposit of miles and will so state.
7. Awards for travel shall be valid only to destinations served both at the time of the issuance of the award ticket and at the time of departure, and neither United nor its partners shall be liable for schedule changes that result in the cancellation of service to any destination. If a Member fails to comply with any published award rules for air travel, at United's sole discretion, such Member may be accommodated on a different flight than originally selected, seated in a lower class of service, denied ticketing or boarding, or be subject to other action as provided herein, and such Member will not be entitled to compensation in connection with any such action. Upgrades will not be allowed on some fares or tickets, special promotional accommodations, rentals, industry discounts, consolidation tickets, group rates or special promotional rates (e.g. PassPlus).
8. Reserved.

Non-U.S. Laws

1. The Program, including without limitation the accrual of miles and accumulation of Premier Qualifying Credits and the issuance and use of awards and other benefits may be prohibited or restricted by the laws in some non-U.S. countries. Nothing in these Rules should be read to override or circumvent any such non-U.S. laws. United may exercise any one or more of United's Remedies, with or without notice to the Member, in the event the Program, or a Member's participation in any way in the Program, violates non-U.S. laws.

Members that are not individuals

1. Each Member of the Program who is not an individual shall be subject to each of the rules set forth above; in addition:
 1. Members who are not individuals are not eligible to accrue mileage for certain activities determined by MileagePlus, including without limitation traveler flight activity, hotel stays, car rentals or any other activity undertaken by the owners, directors, officers, employees, agents or contractors of such Members who are not individuals;
 2. miles may not be accrued in both the account of Members who are not individuals and in the account(s) of individual Member(s) (including any Member account of owners, directors, officers, employees, agents or contractors of the Member who is not an individual) for the same qualifying activity, except as expressly allowed under the applicable MileagePlus Partner's offer;
 3. each such Member who is not an individual shall be a business that is duly organized and validly existing under the laws of the jurisdiction of its organization, and each business may maintain only one account in the Program;
 4. each Member who is not an individual is responsible for ensuring that membership and participation in the Program complies with the applicable policies and practices of such business. Any act of the owners, directors, officers, employees, agents or contractors of a Member who is not an individual shall be deemed to be an act of such Member;
 5. notwithstanding the prohibition in Rule 6 above regarding delegating or granting access to third parties, Members who are not individuals may participate in the Program by means of an authorized representative of the business. The authorized representative of the business shall be the individual designated by the Member as its primary contact. By earning or redeeming miles or otherwise participating in the Program, each Member represents that the individual designated as its authorized representative has been duly appointed and authorized as such and that the authorized representative of the business is at least eighteen (18) years of age. Each Member shall be responsible for ensuring they record and maintain account information in such manner so as to comply with the policies and practices of their business. Requests for changes to a Member's account, such as a change of the authorized representative, will not be honored without the Member satisfying established requirements for account validation;

6. in addition to the restrictions in Rule 7 above, none of accrued mileage, certificates, benefits or awards are transferable as part of a transfer of or assignment by a business; and
7. a Member who is not an individual that provides mileage awards to its employees for employee recognition or incentive purposes, as opposed to wages or compensation for services, shall not constitute a violation of Rule 8 above.

Disputes

1. You agree that you will notify United of any dispute by submitting your concerns via the form at <https://www.united.com/en/us/customercare>, including a description of the nature of the dispute. Following delivery of such submission, you agree to allow United a period of sixty (60) days to provide a substantive response and to try to resolve the dispute, as limited by paragraph 2 of these Rules, prior to filing any lawsuit, arbitration, administrative or any other proceeding against United related to the dispute. **COMPLIANCE WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN SHALL BE A CONDITION PRECEDENT TO YOUR RIGHT TO FILE ANY LAWSUIT, ARBITRATION, ADMINISTRATIVE OR ANY OTHER PROCEEDING AGAINST UNITED. YOU AGREE THAT YOUR FAILURE TO COMPLY WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN PRIOR TO FILING A LAWSUIT, ARBITRATION, ADMINISTRATIVE OR OTHER PROCEEDING AGAINST UNITED SHALL ENTITLE UNITED TO RECOVER REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING THE LAWSUIT, ARBITRATION, ADMINISTRATIVE OR ANY OTHER PROCEEDING.**

Class action waiver

1. **YOU AGREE THAT THE RESOLUTION OF ANY DISPUTE, CLAIM, OR CONTROVERSY RELATED TO THE PROGRAM SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT NO SUCH PROCEEDING MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING UNITED. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST UNITED.**