

# Welcome to American Express® Rewards Checking

*Thank you for choosing American Express for your personal banking needs.*

Last modified: March 9, 2023

This document is the contract between you and American Express National Bank that governs your Amex Rewards Checking Account (your “Account”). By submitting an Amex Rewards Checking Account Application, you agree to be bound by the terms and conditions contained in this document and its attachments as well as all other disclosures, agreements, and amendments we may provide you regarding your Account and related services (these “Account Terms”).

**American Express Rewards Checking Account Terms & Conditions:** The terms and conditions applicable to your Amex Rewards Checking account set forth in this document and its attachments.

**Privacy Notice:** A description of how we use and share your personal information and your right to opt out of certain uses of your personal information.

**Funds Availability Schedule:** Details about how long it will take for funds deposited in your Account to become available for you to use.

**Fee Schedule & Truth in Savings Disclosure:** A list of the charges and fees that you may be charged in connection with your Account and disclosures regarding how interest is paid against your Account.

**Debit Card and Electronic Funds Transfer Information & Disclosures:** A summary of the terms for your Amex Rewards Checking debit card and electronic funds transfer services, including information about how the responsibility for unauthorized transactions is shared between you and us.

**These Account Terms include important information about how your Account and related services work as well as important legal disclosures about your rights and responsibilities regarding your Account. We recommend printing and retaining a copy of these Account Terms. You can find the latest version of the Account Terms online anytime at [americanexpress.com/rewardscheckingterms](https://americanexpress.com/rewardscheckingterms) or by contacting us using the contact information at the beginning of these Account Terms.**

To provide these Account Terms in a clear, understandable manner, most topics are set forth in the form of a question asked from the perspective of the owner of an Amex Rewards Checking account and each legal provision is set forth as the answer given from the perspective of American Express. This question-and-answer format is solely for the purpose of providing clarity to applicants and owners of Amex Rewards Checking accounts and does not affect the legal effect or enforceability of any provision of these Account Terms. The use of the pronouns “he”, “she”, “him”, “her”, “his” and “her” is intended to refer to all persons regardless of other pronouns that individuals may use and is not intended to denote exclusion of such individuals.

We are here to help you 24 hours a day, seven days a week.

Use the contact information below to contact us about your Amex Rewards Checking account and related services any time. You may use this contact information to make inquiries about your account and transactions, to report unauthorized or incorrect transactions on your account, to inform us that your debit card or debit card number or login information has been lost or stolen, or to reach out to us with any other question or comment that you may have about Amex Rewards Checking.

**IN THE UNITED STATES Toll free:**

1-877-221-AMEX (2639)

**INTERNATIONAL Call Collect:**

801-945-AMEX (2639)

**HEARING IMPAIRED TTY/TTD:**

Relay: Dial 711 and 1800-528-4800

**U.S. MAIL:**

American Express National Bank  
P.O. Box 31492  
Salt Lake City, UT 84131

**COMMUNICATE AND CHAT ONLINE:**

[americanexpress.com](http://americanexpress.com)

## IMPORTANT INFORMATION ABOUT YOUR AMEX REWARDS CHECKING ACCOUNT

### YOUR ACCOUNT IS SUBJECT TO BINDING ARBITRATION

**THESE ACCOUNT TERMS CONTAIN AN ARBITRATION PROVISION WHICH GOVERNS THE MANNER IN WHICH DISPUTES CONCERNING YOUR ACCOUNTS ARE RESOLVED. BY SUBMITTING TO AN AMEX REWARDS CHECKING ACCOUNT APPLICATION AND AGREEING TO BE BOUND BY THESE ACCOUNT TERMS, YOU AGREE TO RESOLVE ALL SUCH DISPUTES THROUGH ARBITRATION IF EITHER YOU OR AMERICAN EXPRESS ELECTS TO USE ARBITRATION TO RESOLVE SUCH DISPUTES AND THAT THE RESOLUTION BY THAT FORUM SHALL BE BINDING AND FINAL. BY AGREEING TO THESE ACCOUNT TERMS, YOU WAIVE YOUR RIGHT TO SUE US IN COURT OR GOVERNMENT TRIBUNAL. PLEASE SEE ARBITRATION AND DISPUTE RESOLUTION FOR FURTHER DETAILS.**

## INSURANCE FOR YOUR ACCOUNT

Funds in your accounts with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States, up to the current applicable limit. For additional information, please visit the FDIC's Website at [fdic.gov](https://www.fdic.gov).

## INFORMATION ABOUT YOU THAT AMERICAN EXPRESS COLLECTS

To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an Amex Rewards Checking account. What this means for you: when you open an Amex Rewards Checking account, we will ask you for your name, street address, and date of birth. To open and maintain an Amex Rewards Checking account with us, you must be at least 18 years old, a U.S. citizen or a resident alien with a valid Social Security number (SSN) or individual taxpayer identification number (ITIN) and have a residential address in the United States (including in any U.S Territories or a valid APO/FPO). We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

## BACKUP WITHHOLDING

We are required by federal law to obtain your correct taxpayer identification number (TIN) in order to avoid potential backup withholding and to report interest income paid to you in connection with your Account. The TIN you provide must be a valid Social Security number or individual taxpayer identification number (ITIN) and must be provided on an IRS Form W-9 (or an acceptable substitute). If you are subject to backup withholding or if the Internal Revenue Service (IRS) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Account. Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT as Interest Income.

A TIN may be in one of the following forms: (a) your Social Security number (SSN) if you are eligible to receive an SSN from the Social Security Administration; or (b) an individual taxpayer identification number (ITIN) if you are not eligible to receive an SSN from the Social Security Administration.

## CONSUMER REPORTS AND CONSUMER REPORTING AGENCIES

It is important to us to know our customers and to understand how they handle financial matters. We may use consumer reports and information from consumer reporting agencies (e.g., credit bureaus, debit bureaus) to determine your qualification for an Amex Rewards Checking account or to help determine if an account at an external financial institution may be linked to your Account. You agree that we may obtain consumer reports about you from consumer reporting agencies, to use consumer reports from consumer reporting agencies that you previously agreed that we may obtain to evaluate future account applications, and to obtain information about you from other sources, including information to verify and re-verify your identity, employment, and income. You agree that we may use such information for any purposes (for example, marketing to you or evaluating you for a new account),

subject to applicable law. You agree that we may give information about your Account and your activity in relation to your Account to consumer reporting agencies, including (without limitation) informing one or more consumer reporting agencies if you fail to comply with any term of these Account Terms. This may have a negative impact on your consumer reports.

## DISPUTES ABOUT INFORMATION REPORTED TO A CONSUMER REPORTING AGENCY

**If you believe information that we have given to a consumer reporting agency is incorrect, write to us at:**

American Express Credit Bureau Unit  
P.O. Box 981537  
El Paso, TX 79998-1537

## YOUR AMEX REWARDS CHECKING ACCOUNT AND THESE ACCOUNT TERMS

### WHAT IS AN AMEX REWARDS CHECKING ACCOUNT?

**Your Amex Rewards Checking account is a digitally focused checking account in which you can make debit card purchases, initiate electronic funds transfers, access ATM services, write and deposit checks, and manage your Account through American Express Online and the American Express® App, all while earning interest on the funds in your Account.**

Amex Rewards Checking accounts do not currently provide services for outgoing wire transfers, overdraft protection, or online bill payment.

**Amex Rewards Checking accounts are paperless.** Amex Rewards Checking accounts are designed to be innovative and environmentally conscious. As such, when you apply to open an Account, you are asked to agree to communicate with us electronically regarding your Account. Agreeing to electronic communications is a requirement to open an account and, in accordance with that agreement, you agree to receive account opening information and disclosures electronically. However, you have the right to revoke your agreement to communicate electronically and to receive legally required disclosures about your Account in paper. You may request paper documents in writing at American Express National Bank, PO BOX 31492, Salt Lake City, UT 84131. We will notify you in writing (either electronically or on paper) when we have confirmed the withdrawal of your consent to receive communications electronically.

**Amex Rewards Checking accounts use debit cards.** An Amex Rewards Checking debit card is an important component of your Amex Rewards Checking account. As such, your Amex Rewards Checking Account Application contains a request that we send you a debit card at the mailing address provided on your Account Application as part of the opening of your Account.

## WHICH ACCOUNTS DO THESE ACCOUNT TERMS GOVERN?

**These Account Terms govern Amex Rewards Checking accounts only.**

These Account Terms govern all Amex Rewards Checking accounts that you hold with us, including any Amex Rewards Checking accounts that you open at the time you agree to these Account Terms, any Amex Rewards Checking accounts that you have previously opened, and any Amex Rewards Checking accounts that you may open in the future. We may physically or electronically deliver a separate copy of these Account Terms to you upon subsequent account openings or may direct you to the location where these Account Terms may be accessed online. These Account Terms do not govern other types of accounts that you may have with American Express, such as any credit card account, personal savings account, or certificate of deposit. Please also note that these Account Terms only govern personal accounts and do not govern business accounts.

These Account Terms do not govern American Express Rewards Programs. If your Account is eligible for certain American Express Rewards Programs, we will inform you of such Rewards Programs and provide the corresponding terms and disclosures for them.

## WHO ARE THE PARTIES TO THESE ACCOUNT TERMS?

**Except as explicitly set forth in certain provisions of these Account Terms, you and American Express National Bank are the parties to these Account Terms.**

In the text of these Account Terms, the following terms are defined as follows:

**WE, OUR, US, OR AMERICAN EXPRESS:** American Express National Bank

**YOU, YOUR, OR ACCOUNTHOLDER:** The accountholder set forth in the title of the account

## WHICH LAWS GOVERNS THESE ACCOUNT TERMS?

**United States federal law and regulation and the laws of the state of Utah will apply to your Account except as specified below.**

We are located in Utah. We hold your Account in Utah. We enter into these Account Terms with you in Utah. Except as otherwise provided in [Arbitration and Dispute Resolution](#), these Account Terms and your Account are subject to applicable federal laws and laws of the State of Utah, without regard to internal principles of conflicts of law. If any provision of these Account Terms is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

## CAN MY AMEX REWARDS CHECKING ACCOUNT OR THESE ACCOUNT TERMS BE CHANGED BY AMERICAN EXPRESS?

**Yes, we may change these Account Terms.**

Rules governing changes to certain account terms are provided in the Fee Schedule and Truth in Savings Disclosures and the rules governing changes to electronic fund transfers are provided in the Debit Card and Electronic Funds Transfer Information & Disclosures. Other than as set forth in these sections, we may change these Account Terms at any time without providing notice to you. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We will send you advance notice of a change to these Account Terms if required by law. We may, but do not have to, notify you of changes that we make for security reasons, that are necessary to conform to state or federal law or that we believe are either beneficial or not adverse to you. Use of your Account after we provide notice of the change will be considered your acceptance of the change and the re-acceptance of these Account Terms with the change. You may reject any change to your Account or these Account Terms by requesting that your Account be closed. You can always access the most current version of these Account Terms online at <https://www.americanexpress.com/rewardscheckingterms>.

## WILL I BE CHARGED FEES FOR MY AMEX REWARDS CHECKING ACCOUNT AND RELATED SERVICES?

**While we do not charge monthly account fees, minimum balances fees, or fees for Transactions in U.S. Dollars, foreign currency Transaction fees will be charged for Transactions made from your Account that are paid in currencies other than U.S. Dollars. Additionally, you will be charged for any checkbooks and check supplies that you choose to purchase.**

Please see [Fee Schedule & Truth in Savings Disclosures](#) for information about fees and charges that you may be charged due to your Account and related services. From time to time, we may amend the Fee Schedule for Amex Rewards Checking accounts in order to add, modify, or increase the fees and charges of your Account. We will provide you notice of any such change to fees or charges at least thirty days before the effective date of the change.

## WHAT TERMS HAVE A SPECIAL MEANING IN THESE ACCOUNT TERMS?

**Capitalized terms in these Account Terms have special meanings.**

Below is a table containing many defined terms used throughout these Account Terms and their meanings. For clarity, other terms are defined in proximity to their usage.

**Account:** Your Amex Rewards Checking Account held individually in your name.

**Account Communication:** Information, agreements, disclosures, and other notices that we may send you regarding your Account. Further details regarding Account Communications, including examples of Account Communications, are provided in [Communications About Your Amex Rewards Checking Account](#).

**Account Statement:** The official record of your Account, which we deliver to you each month.

**Annual Percentage Yield (APY):** The amount of interest paid on funds in your Account, expressed as a percentage rate reflecting the total amount of interest paid on funds in your Account, based on the interest rate and the frequency of compounding for a 365-day period. The APY for your Account at the time it is opened is included in the [Fee Schedule and Truth-In-Savings Disclosures](#) included at the end of these Account Terms. We may change the APY for your Account at any time without notice to you. Your current APY may be accessed online at any time at: [americanexpress.com/rewardscheckingterms](https://americanexpress.com/rewardscheckingterms).

**Authorized Person:** Any person that you allow to access your Account, make Transactions to or from your Account, or receive information about your Account.

Please see "[Who is allowed to use my Amex Rewards Checking Account?](#)" for further details.

**Balance:** The amount of funds in your Account, which may be calculated differently for different purposes.

**Current Balance:** The Current Balance is the total amount of funds in your Account. It may include funds that are still processing and are not yet available for you to use.

**Available Balance:** The Available Balance is the amount you can use right now. It is your Current Balance minus processing Transactions that are not yet fully available.

The difference between your Available Balance and your Current Balance is that your Current Balance includes funds from transactions that have been submitted against your Account, but which have not yet been paid or settled. Available Balance may include amounts that we have provisionally or conditionally made available to you and may exclude deposits that have not yet been received, pending Transactions, and funds held due to authorizations hold or other holds. Internal Transfer Transactions deposited after 9:45pm ET on a Business Day may not be available to cover Transactions that are already processing in your account on that Business Day.

**Business Days:** Monday through Friday, excluding holidays observed by the Bank.

**Debit Card:** The Amex Rewards Checking Debit Card that you request by submitting your Account Application that may be used to access your Account and to make Debit Card Transactions and ATM Transactions against your Account.

**Designated E-Mail Address:** The email address that you provide in your Amex Rewards Checking Account Application or that you subsequently direct us to use to communicate with you electronically.

**Item:** A Transaction intended to deposit funds into your Account or to pay funds out of your Account, whether in the form of a check, Debit Card Transaction, Online Transfer Transaction, Mobile Check Deposit, Online Transaction, Internal Transfer Transactions or other form of Transaction.

**Negative Balance:** When your Current Balance or Available Balance reflects a negative amount for any reason, including when we pay a Transaction that exceeds the amount of your Current Balance or Available Balance or a deposit is returned unpaid, which is due and you must repay immediately.

**Transaction:** Any transaction made into or from your Account, including (without limitation) any and all deposits, payments, debit card transactions, ATM transactions, online transfer transactions, internal transfer transactions, incoming wire transfers and withdrawals made to or from your Account.

## COMMUNICATIONS ABOUT YOUR AMEX REWARDS CHECKING ACCOUNT (INCLUDING IRS FORMS 1099)

### WHAT COMMUNICATIONS WILL AMERICAN EXPRESS SEND ME ABOUT MY AMEX REWARDS CHECKING ACCOUNT?

**We will send you written communications about your Account including agreements, disclosures, product updates, service alerts, information about Transactions made to and from your Account and other notices about your Account and services, features and benefits of your Account.**

Account Communications that we may send to you include (without limitation):

- Agreements and disclosures governing your Account, including updates and amendments to these Account Terms.
- Disclosures and information about your Account, such as Account Statements, tax documents, and updates to disclosures regarding your Account.
- Account and service alerts and notices, such as communications regarding Transactions into and out of your Account, possible frauds against your Account, service disruptions and suspensions of services affecting your Account.
- All other communications regarding your Account that we elect to send to you.

Other than those Account Communications that we are required by law to send to you or that we explicitly agree to send to you in these Account Terms, we do not guarantee that we will send you Account Communications regarding any particular matter, including any particular Transaction, Transaction type, activity in your Account, or other aspect of your Account.

We may send you Account Communications through physical delivery or through electronic delivery. An Account Communication is deemed to be delivered to you when we

electronically send the Account Communication, make the Account Communication electronically available, or physically mail the Account Communication to the mailing address on our records for your Account. Delivery of an Account Communication to any person that you authorize to act on your Account will be considered delivery of the Account Communication to you and to all other persons authorized to act on your Account. We are not responsible for Items lost in, or not delivered by, mail or e-mail.

## WHAT IS AN ACCOUNT STATEMENT AND HOW OFTEN IS IT DELIVERED TO ME?

**Your Account Statement is the official record of your Account and the Transactions in your Account that we will send to you following the end of each month.**

An electronic copy of your Account Statements will be available online each month. If you request Account Statements be delivered to you in paper, a physical copy of your Account Statement will be sent to you through the mail. Each monthly Account Statement will provide information about the activity in your Account during the month, including (among other details), the Transactions made into and out of your Account, the interest earned in your Account, and the fees charged against your Account.

Account Statements cover monthly periods corresponding to each calendar month, including Transactions occurring on the first day and last day of the calendar month.

You agree to carefully review your Account Statement every month. Your Account Statement may contain information to help you detect and prevent unauthorized Transactions against your Account. Additionally, your Account Statements may also include important Account Communications and notices regarding your Account.

Please contact us immediately if you cannot access your Account Statement electronically or do not receive an Account Statement by the seventh day of a calendar month.

## HOW CAN I COMMUNICATE WITH AMERICAN EXPRESS IN REGARD TO MY AMEX REWARDS CHECKING ACCOUNT?

**You can communicate with us about your Account by contacting us using the contact information at the beginning of these Account Terms.**

You may provide written notice to us by sending us a physical copy of the notice to the mailing address set forth at the beginning of these Account Terms or through any other method that we advise you of in the future. Written notices regarding disputes may be provided to us using the methods set forth in Arbitration and Dispute Resolution.

We are not required to act on any instruction or message from you provided by any other method of communication, including without limitation, by e-mail, fax, SMS/text, or telephone voice mail, message service or answering machine. Whenever these Account Terms or applicable law requires or allows you to give us written notice, we will not consider an e-mail, SMS/text or fax to be written notice.

## AM I REQUIRED TO HAVE ACCOUNT COMMUNICATIONS DELIVERED ELECTRONICALLY?

**Although you must consent to electronic delivery of Account Communications when you open your Account, you may withdraw your consent at any time after that.**

Digital communication is an important feature of Amex Rewards Checking accounts. Your Account is designed to operate best with digital channels as a primary mode of communications, including the electronic delivery of important Account Communications and legally required disclosures. You have the right to withdraw your consent to electronic delivery of the Account Communications that we are legally required to provide to you and to receive physical copies of any legally required Account Communication. However, if you withdraw your consent to electronic delivery of legally required Account Communications, we will continue to send other Account Communications to you through electronic delivery. To withdraw your consent to electronic delivery of account information, you may notify us in writing at the address listed at the beginning of these Account Terms. We will notify you in writing (either electronically or on paper) when we have confirmed the withdrawal of your consent and the date such withdrawal takes effect. A withdrawal of consent does not apply to Account Communications (including IRS Forms 1099) delivered to you before the date on which the withdrawal of consent takes effect. Your request for a paper copy of an IRS Form 1099 is not a withdrawal of consent to receive Forms 1099 electronically.

## HOW SHOULD I PROTECT THE E-MAIL ADDRESS USED TO COMMUNICATE WITH ME ABOUT MY AMEX REWARDS CHECKING ACCOUNT?

**You are responsible for maintaining and protecting the Designated E-mail Address.**

When you submit your Amex Rewards Checking Account Application, you certify that the E-mail address provided in your Account Application is your E-mail address and request that we deliver Account Communications to your Designated E-mail Address.

Sensitive personal, financial security and Account information may be sent to your Designated E-mail Address. This information may include information that can be used to help access your Account or make unauthorized transactions against your Account. As such, it is very important to ensure that only you can access your Designated E-mail Address and to inform us immediately if you believe that your Designated E-Mail Address may have been compromised.

If you allow others to access your Designated E-mail Address, you agree to tell them to share Account Communications with you promptly and you accept the risk that they will see information about your Account, including information that could help access to your Account.

## HOW WILL ACCOUNT COMMUNICATIONS BE PHYSICALLY DELIVERED?

**Any Account Communication that we mail to you will be sent via U.S. Mail or other courier service to the last mailing address shown in our records for your Account.**

You are responsible for maintaining and monitoring your mailing address for your Account and reviewing all Account Communications sent to you. An Account Communication sent to the mailing address for your Account will be considered delivered regardless of whether you retrieve, open, or review the Account Communication. If any Account Communication is returned to us because of an incorrect postal address or if we determine that the mailing address in our record for your Account is incorrect, does not meet the requirements for an Amex Rewards Checking account, or cannot reliably be used to deliver Account Communications to you, we will request that you correct or update the mailing address for your Account and may suspend your Account until a valid address is provided. We are not responsible for Account Communications lost in, or not delivered by mail or other method of physical delivery.

## MAY AMERICAN EXPRESS CONTACT ME BY TELEPHONE IN REGARD TO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, we may contact you regarding your Account by calling you at the telephone number on our records for your Account or any other telephone numbers on our records that may be used to contact you.**

In some circumstances (including, but not limited to, cases of suspected fraud against your Account), we may reach out to you by telephone using any telephone number in our records that may be used to contact you, including any mobile telephone number in our records. You consent to us contacting you through this method, including, where appropriate, through the use of auto-dialers and/or pre-recording messages.

## HOW CAN I INFORM AMERICAN EXPRESS OF A CHANGE OF MY NAME, ADDRESS, TELEPHONE NUMBER OR EMAIL ADDRESS?

**You can inform us of a change to your personal information, such as your name, address, telephone number and e-mail address, by contacting us using the contact information set forth at the beginning of these Account Terms.**

You are responsible for promptly notifying us of any change to your name or to your contact information, including your street address, mailing address, telephone number or Designated E-mail Address. Unless we agree otherwise, we must be informed of a name change in writing. We are not responsible for your failure to receive any Account Communications if you have not provided us with your current name and contact information.

# OPENING AND CLOSING AN AMEX REWARDS CHECKING ACCOUNT

## HOW DO I OPEN AN AMEX REWARDS CHECKING ACCOUNT?

**You may request that an Amex Rewards Checking Account be opened by submitting an Amex Rewards Checking Account Application online.**

We will review your Account Application and will let you know if the requested Account has been approved. Not all applicants will be eligible to open an Amex Rewards Checking account. We may use information from consumer reporting agencies (credit bureaus and debit bureaus) to evaluate your Account Application, including consumer report information that you previously consented to us collecting and using to evaluate future account applications, such as the consents you provided when you opened a credit card relationship you may have with us, subject to applicable law and the terms of the consent that you provided us to use such information.

## HOW DO I CLOSE MY AMEX REWARDS CHECKING ACCOUNT?

**You may close your Account by contacting us using the contact information at the beginning of these Account Terms.**

Once we receive a request to close your Account, we will provide further instructions and assistance to help you close your Account, to settle pending Transactions, to bring any Negative Balance to zero, or other remaining obligations against your Account, and to deliver funds remaining in your Account to you. In some circumstances, your Account may not be immediately closed and may be required to remain open until certain conditions are resolved (such as pending Transactions, provisional credits, fraud investigations, Negative Balances, account restrictions, or similar conditions).

## CAN AMERICAN EXPRESS CLOSE MY AMEX REWARDS CHECKING ACCOUNT OR SUSPEND SERVICES FOR MY ACCOUNT?

**Yes, we may close your Account and/or suspend services for your Account at any time and for any reason without prior notice to you, except to the extent that notice may be required by law.**

We will notify you in writing if we make the decision to close your Account or suspend services for your Account. However, in some circumstances, we may give you notice after your Account has been closed or your services have been suspended. For example, if we detect suspicious, fraudulent, or illegal activity in your Account, we may immediately close your Account or suspend services for your Account to prevent further prohibited activity and then give you subsequent notice of the closure or suspension.

You agree to use your Account only in the manner for which it is intended and in accordance with these Account Terms. While we retain the right to close your Account or

suspend services for your Account for any reason, some examples of activity for which we may close your Account or suspend services for an Account include:

- Providing incorrect or misleading information to us, including on your Amex Rewards Checking Account Application or related material
- Failing to fund your Account for sixty (60) days after it is opened
- Creating or failing to promptly repay a Negative Balance in your Account
- Engaging in (or attempting to engage in) activity we believe is illegal, suspicious, or fraudulent
- Requesting unauthorized or unfunded Transactions into or out of your Account
- Drawing checks against your Account or depositing checks into your Account for which there are insufficient funds
- Disputes regarding the ownership of your Account or the persons that are authorized to act against your Account
- A levy, garnishment, judicial order or similar legal requirement being placed against your Account or requiring us to close your Account
- Using or attempting to use your Account for business or commercial purposes
- Linking or attempting to link your Account to an account that you do not own or to a business account

We may report that your Account has been closed to one or more consumer reporting agencies (e.g. credit bureaus, debit bureaus). Such a report may affect your rating with such consumer reporting agencies, including your credit score and/or debit bureau score.

## WHAT HAPPENS WHEN MY AMEX REWARDS CHECKING ACCOUNT IS CLOSED?

**Closing your Account requires coordination between you and us, including regarding how to handle any funds remaining in your Account, any Negative Balance that may exist against your Account, and any unsettled Transactions into and out of your Account. We will send you further information about the processes to close your Account when the decision to close your Account is made.**

When the decision to close your Account is made, we will generally send a cashier's check for funds remaining in your Account to the mailing address on our records for your Account. Closing your Account may take a number of days in order to process pending Transactions into or out of your Account. We reserve the right to make the decision whether to process or to reject Transactions that are received while your Account is being closed or after your Account is closed, but are not obligated either to process or to reject such Transactions and are not be liable for our decision in regard to such Transactions. If you have arranged for a third party to make Transactions into or out of your Account, you agree that you will inform such third party that your Account will be closed and that Transactions against your Account (including Online Transfer Transactions) must cease.

Closing your Account will terminate these Account Terms in regard to your Account. However, certain provisions of these Account Terms will survive the closure of your Account as noted throughout these Account Terms. Any Negative Balance in your

Account or other obligation that you owe at the time that your Account is closed or that arises after your Account is closed will be an immediately due and payable debt that will survive the closure of your Account and the termination of these Account Terms. We may, at our discretion and without further notice to you, set-off any obligation or debt arising from these Account Terms with the proceeds of any and all Transactions that are submitted, received, or settled during or after the closure of your Account.

## WHAT HAPPENS IF MY AMEX REWARDS CHECKING ACCOUNT IS INACTIVE OR DEEMED ABANDONED?

**If your Account is inactive for an extended period, we may close or modify your Account. If your Account is deemed to be abandoned, we may be required by law to report your Account to the state of your last known address and to remit the funds in your Account to custody by the state.**

If your Account has a positive balance, but we have no records of any Transactions or communications from you about your Account for a period of time specified in the applicable state's unclaimed property law, we may consider your Account to be inactive and disable Transactions and other services or convert your Account to a non-interest-bearing account, if allowable under state law. After a period of inactivity, we will try to locate you at the mailing address or Designated E-Mail Address and telephone number shown in our records for your Account. After a specified period of time determined by the law of the state of the address on your Account, if we are still not able to locate you, we will be required to deliver the funds in the Account to that state as abandoned property. You will then need to apply to that state for return of your funds. If your Account is or has been inactive, we may, in our discretion, refuse to honor requests for Transactions on the Account until after we have verified that you have authorized the Transactions.

## OWNERSHIP AND USE OF YOUR AMEX REWARDS CHECKING ACCOUNT

### WHO OWNS MY ACCOUNT AND WHO ARE THE BENEFICIARIES?

**You own your Account in an individual capacity.**

Amex Rewards Checking accounts may only be opened and owned in an individual capacity and may not be opened, titled, re-titled, or transferred to indicate joint ownership or other forms of shared ownership. Individual accounts are owned solely by the person whose name is submitted on the Amex Rewards Checking Account Application and whose name appears on the title of the Account as set forth on our records for the Account and the Account Statement.

We do not allow the titling of an Amex Rewards Checking account to include the name of other owners or beneficiaries of the account. If you wish to designate beneficiaries of the

funds in your Account, you should obtain legal counsel in order to make such designation outside of American Express.

## WHO IS ALLOWED TO USE MY AMEX REWARDS CHECKING ACCOUNT?

**Only you are authorized to access your Account, to give us instructions regarding your Account, and to make Transactions against your Account; however, if you allow others to use your Account, to give instruction regarding your Account, or to make Transactions against your Account, such use, instructions, and/or Transactions will be considered to have been made by you on your own behalf.**

As the individual owner of your Account, you are the only person that is authorized to use your Account and to make instructions and Transactions against it. However, if you allow another person to access your Account and/or make instructions and Transactions against your Account, such access, instruction or Transaction will be considered to have been made by you directly and the person that you allowed to act on your Account will be considered an Authorized Person for your Account until you notify us that the Authorized Person is no longer authorized to act on your Account.

You are solely responsible for all instructions given by each Authorized Person on your Account, including (without limitation) all Transactions made against your Account by each Authorized Person, even if those instructions or Transactions go beyond the scope of your agreement with the Authorized Person. For example, if you give permission to a person to make Transactions against your Account by sharing your debit card or online credentials with him or her, that person will be an Authorized Person for your Account even if such person makes Transactions that go beyond the authority that you gave person to make Transactions against your Account. Unless prohibited by applicable law, we are not responsible for any use or misuse of your Account by your Authorized Persons (including without limitation, any use, misuse, or loss of the funds in your Account). Additionally, we are not responsible for the accuracy of any information you receive about your Account from any third party (including without limitation, information you receive from an Authorized Person).

If a third party obtains Account information through theft or fraud that results in one or more unauthorized Transactions against your Account, please let us know at once and we will investigate your claim. In such cases, you may not be liable for unauthorized Transactions by the third party if you did not intend to allow the third party to make Transactions against your Account.

## MAY I APPOINT AN AGENT ON MY AMEX REWARDS CHECKING ACCOUNT BY SUBMITTING A POWER OF ATTORNEY?

**Agents that you appoint by submitting a power of attorney will only be empowered to close your Account and to instruct us to send the funds remaining in your Account when it is closed.**

Amex Rewards Checking accounts are designed as individual accounts for which only the individual account owner is authorized to submit Transactions and other Account instructions. If you wish to appoint an agent to act on your behalf in regard to your

Account, you may request such person be designated on your Account by presenting your power of attorney documentation to us. In accordance with relevant law and the terms of your power of attorney, we may accept or decline the designation of the agent on your Account, but we are not liable for the consequences of either accepting or declining such designation. We may also require further information about your appointee, which may include a copy of a government-issued ID and Taxpayer Identification Number, prior to accepting his or her designation on your Account.

If an agent is designated on your Account by submission of a power of attorney to us, the agent's authority will be limited to the ability to request that your Account be closed and to submit an instruction regarding liquidation of the funds remaining in your Account when it is closed. An agent that is designated on your Account may not make other Transactions against your Account and will not be issued a debit card or online credentials for your Account. Any instruction provided by your agent may be subject to additional security procedures including a requirement that instructions issued by the agent be confirmed by you. We specifically undertake no obligation to monitor instructions from your agent, including any instruction that may result in funds being transferred out of your Account or to determine whether the acts of the agent are made on your behalf or have been approved by you. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given to us by an agent designated on your Account or who appears to be exercising a power in accordance with his or her appointment.

An agent designated on your Account by submission of a power of attorney will retain the power to act on your Account as set forth above (including in the event that you become legally unable to act on your own behalf) unless and until you clearly and specifically revoke the rights of the agent in writing and we have had an opportunity to act on your revocation of authority.

### WHAT WILL HAPPEN IF THERE IS A DISPUTE OVER WHO OWNS MY AMEX REWARDS CHECKING ACCOUNT OR THE FUNDS IN MY ACCOUNT?

**In the case of a dispute over the ownership of your Account or the funds in your Account, we may take steps to secure your Account and the funds in your Account, including (without limitation) closing your Account, restricting Transactions into and out of your Account, removing and/or restricting funds in your Account, or referring the dispute to a court or other body to resolve the dispute.**

If we receive conflicting instructions or claims to funds in your Account, we may, in our sole discretion: (a) restrict your Account and deny access to the funds in your Account; (b) hold the funds without liability to anyone until the conflicting claims are resolved to our satisfaction; (c) close your Account and send the funds to the owner of the Account according to our records at the mailing address on our records for the Account; and/or (d) refer the matter to an appropriate court or arbitrator for judgment or decision.

If we are notified of a dispute, we do not have to decide if the dispute has merit before we take any action. We may take these actions without any liability and without advance notice, unless required by applicable law.

## HOW COULD DEATH OR LEGAL INCOMPETENCE AFFECT MY AMEX REWARDS CHECKING ACCOUNT?

**Your Account may be closed and services for your Account may be suspended, limited, and/or modified if we receive information that you have died or are not legally able to continue to manage your Account.**

Generally, when an accountholder dies, we freeze and/or close the accountholder's account and distribute the funds remaining in the account in accordance with law. If an accountholder becomes legally incompetent, we will act in accordance with applicable law, which may require the freezing and/or closing of the Account, the continued operation of the account by one or more persons designated by law to operate the account, or other controls and restrictions being placed on the account.

We must be notified promptly in writing if you or any Authorized Person on your Account dies or becomes legally incompetent. We will undertake our obligations upon written notice of such occurrence. We may continue to honor all Transactions and other instructions previously submitted by you or other Authorized Persons until (i) we know, with reasonable certainty, of the death or legal incompetence; and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that we may honor Transactions and other instructions requested or initiated on or before the date of death or legal incompetence of you or another Authorized Person including the withdrawal of funds for up to ten (10) days after we determine that death or legal incompetence occurred, unless we are ordered to stop payment by someone with or claiming the power to make such instruction. We may require reasonable proof of death or adjudication of incompetence. Until we receive notice and any required proof of death or incompetence, we may act as if you and all other Authorized Persons are alive and legally competent. We may restrict access to your Account upon notice of your death or legal incompetence until the appropriate documentation is provided to us by your executor, administrator or legal representative.

## MAY I TRANSFER OWNERSHIP OF MY AMEX REWARDS CHECKING ACCOUNT?

**No, you do not have the right to transfer ownership of your Account to another person.**

The appropriate way to transfer the ownership of funds in your Account to a transferee seeking to hold an Amex Rewards Checking account is for the transferee to open an account in his or her name and then to transfer the funds from your Account into the transferee's new account. You may not transfer, assign or pledge your Account without our express written consent, which we may withhold in our sole discretion. Any transfer, assignment or pledge that we permit will be subject to our right of set-off and security interests to the fullest extent permitted by applicable law, including both for obligations that you accrued as the owner of your Account and for obligations that are accrued by the new accountholder. Any accountholder to which you wish to transfer your Account or the funds in your Account will be subject to the requirements of any new accountholder, including applying for an Amex Rewards Checking account, agreeing to these Account Terms and providing information required for new accountholders.

## HOW CAN A LEVY, GARNISHMENT OR LEGAL ORDER AFFECT MY AMEX REWARDS CHECKING ACCOUNT?

**Levies, garnishments, and other legal orders may result in restrictions to your Account, the removal of funds from your Account, and other negative effects to your Account, including the imposition of fees and expenses to process such orders.**

We must comply if we are served with any notice of garnishment or attachment, tax levy, injunction, restraining order, subpoena, or other court order or legal process relating to your Account. If we incur any costs or fees (including attorney's fees and expenses) in connection with any notice of garnishment or attachment, tax levy, injunction, restraining order, subpoena, or other court order or legal process relating to your Account, we may charge a legal process fee and may assess this fee against any Account you maintain with us, including the Account that is subject to the legal process. Levies and garnishments are subject to our right of set-off and security interests to the fullest extent permitted by applicable law.

## ACCESSING YOUR AMEX REWARDS CHECKING ACCOUNT

### HOW DO I ACCESS MY AMEX REWARDS CHECKING ACCOUNT ONLINE?

You may access your Account through [americanexpress.com/rewardscheckingdashboard](https://americanexpress.com/rewardscheckingdashboard) or through the Amex App.

### WHAT ACCOUNT SERVICES CAN I ACCESS ONLINE?

**Amex Rewards Checking allows you to access information about your Account, link accounts that you own at other financial institutions to your Account, make Online Transactions between your Account and linked accounts, access Account Statements and other Account information, manage your Account information and to contact us to request services for your Account.**

### AM I RESPONSIBLE FOR HELPING TO PROTECT ONLINE ACCESS TO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, protecting your Account online requires a partnership between you and American Express in which you have important responsibilities.**

Online access to your Account will require you to create and/or maintain a User ID and password. You are responsible for limiting access to your Account (including protecting your confidential User ID and password) and the devices you use to access your Account and for supervising all people that you allow to access the Account. You must tell us immediately if you believe your login information or the devices used to access your

Account have been lost, stolen, or used without authorization and take all necessary and appropriate action to protect your Account, including promptly changing your User ID and password. You agree to use strong, unique User IDs, passwords and personal identification numbers, change your passwords periodically, and take other reasonable precautions to protect the confidentiality and security of your Account. You agree to keep information about User IDs, passwords, personal identification numbers and other information and devices used to access your Account in appropriately secured sites and locations. If you believe such information or devices have been lost, stolen or used without authorization, you agree to tell us immediately and promptly change your User ID and passwords and take all necessary and appropriate action if you believe necessary to secure your access to your Account.

### AM I RESPONSIBLE FOR HELPING TO PREVENT UNAUTHORIZED TRANSACTIONS AGAINST MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, while American Express provides protections from unauthorized Transactions against your Account, you are responsible for reviewing the activity in your Account and reporting unauthorized Transactions promptly.**

You must tell us immediately if you believe an unauthorized Transaction has been made against your Account. Please see [Debit Card and Electronic Funds Transfer Information & Disclosures](#) for details on your rights and responsibilities regarding unauthorized Transactions against your Account.

We have implemented certain Transaction monitoring, evaluation and security controls to reduce the risk of unusual, fraudulent, unauthorized, erroneous or prohibited activity. You agree that Transactions made to and from your Account are subject to transaction monitoring, including monitoring to help detect illegal, fraudulent, or abusive Transactions, and that such monitoring is reasonable. In some cases, the monitoring and evaluation of a Transaction to or from your Account by our security controls will result in the Transaction being rejected by us. Additionally, investigations related to Transaction monitoring and evaluation may delay the submission, processing, settlement, or availability of Transactions. We do not guarantee that our security controls will detect or prevent every unauthorized attempt to access your Account or every unauthorized Transaction against your Account or that our security controls will not reject or delay authorized Transaction made against your Account. Except as set forth in [Debit Card and Electronic Funds Transfer Information & Disclosures](#), we are not liable: (i) for our security controls failing to prevent an unauthorized Transaction against your Account; or (ii) for any authorized Transaction or other activity that is rejected or delayed by our security controls.

### MAY I LINK MY AMEX REWARDS CHECKING ACCOUNT TO ACCOUNTS THAT I OWN AT OTHER FINANCIAL INSTITUTIONS?

**Subject to our review and approval, you may link your Account to external accounts that you own at other financial institutions in order to make Online Transactions between your Account and your linked accounts.**

You may request that an external account that you own in an individual capacity at another financial institution and have individual authority to make transactions against be linked your Account online through [americanexpress.com/rewardscheckingdashboard](https://americanexpress.com/rewardscheckingdashboard) or the Amex App by providing information, such as routing number and account number of the external account you would like to link. Once an external account is linked to your Account, you may make Transactions between your Account and the linked account through American Express Online or the Amex App. We have complete discretion over which external accounts may be linked (or remain linked) to your Account and which, if any, Transactions may be made between your Account and your linked accounts. Requests to link external accounts to your Account will be subject to our verification and approval. We may use information from third-party service providers, including consumer reporting agencies, to verify your ownership of accounts that you request to link and to review activity in the account. You consent to our use of consumer reporting agencies and other third-party service providers to verify and review the external account for the purpose of determining whether the external account may be linked to your Account.

You may only link your Account to deposit accounts that: (i) you own as evidenced on the records of the bank holding the account; (ii) you are authorized to make transactions against individually without the authorization of another person; and (iii) are located in the United States or its territories and are denominated in U.S. Dollars. For example, you may not link to your Account to business accounts, trust accounts, accounts that you manage for another person, accounts that are blocked or restricted, or accounts that require the authorization of another person to make transactions.

In our discretion, we may limit the number of external accounts that may be linked to your Account and may de-link any linked account without notice to you.

## SPECIAL RULES FOR LINKED ACCOUNT

**Linking your Account to an account at another financial institutions may have substantial legal and financial impacts to both accounts and should be undertaken with the utmost care. Among other impacts, linking your Account to an external account allows you to make Online Transactions that pull funds from the linked account to your Account and Online Transactions that push money from your Account to the linked account. In addition to all other applicable terms in these Account Terms, each time you request that an external account be linked to your Account and each time you submit a Transaction to or from a linked account, you agree to (or reaffirm your agreement to) each of the following:**

1. You understand and agree that Online Transfer Transactions between your Account and the linked account will be completed using electronic funds transfers through an Automated Clearing House (ACH) payment system. You agree to be bound by the rules of the National Automated Clearing House Association (Nacha) in regards to each and every Transaction between your Account and the linked account.
2. You certify and warrant each of the following statements is true and accurate, agree to provide us written proof of each certified statement immediately upon request, and agree that if circumstances change in a manner that renders any of the following certified statements inaccurate, you will notify us immediately, cease submitting

Transactions to or from the applicable linked account, and remove the link between your Account and the applicable linked account:

(i) You are the owner of every account that you request now or in the future be linked to your Account, that each such account is a consumer account that you own in your individual capacity (e.g., not as the owner of a business holding the account or beneficiary of a trust holding the account), , and that no other person has an ownership interest in any such account that would prevent you from making Transactions to or from the account.

(ii) You will only submit Transactions against linked accounts that you are individually authorized to make and that no Transaction that you submit against any linked account requires authorization by (or notice to) any other person. Notwithstanding the foregoing, if you do submit a Transaction that requires authorization by (or notice to) another person, you certify and warrant that you are solely responsible for obtaining such authorization or giving such notice and that you have done so prior to submitting such Transaction.

(iii) You authorize us to execute each Transaction that you submit to be made between your Account and each linked account without regard to the specific character or type of each Transaction. By way of example and without limitation, you authorize us to execute Transactions of the following types that you submit to be made to or from each linked account: single Transactions, multiple Transactions, recurring Transactions of any frequency, Transactions of any amount (including Transactions that may overdraw the applicable linked account), Transactions to be processed upon submission, and Transactions scheduled to processed at a time and date after they are submitted.

(iv) You will not submit any Transactions that violate the laws of the United States, the Nacha rules, or these Account Terms.

3. Transactions that you submit to be made between your Account and your linked accounts will be limited to payment types that we determine in our sole discretion to be appropriate for consumer accounts.
4. Your submission of a Transaction between your Account and a linked account constitutes notice of the Transaction to you and to every other party for which notice is required. You are solely responsible for notifying any and every person entitled to notice of Transactions and agree to provide notice to such persons.
5. You agree to indemnify us from any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, that result directly or indirectly, from (i) breach of any warranty set forth about, the inaccuracy of any certified statement set forth above, or violations of these Account Terms in regard to any Transaction against any linked account; (ii) the debiting or crediting of your Account or a linked account that is made in accordance with your instructions, including (without limitation) any and all claims, demands, losses, liabilities, expenses, attorney's fees and other costs that result, either directly or indirectly, from the return of one or more Transactions due to the linked account experiencing insufficient funds due to the Transaction; (iii) any Transaction that you submit to or from a linked account that is (or that is claimed to be) unauthorized, insufficiently authorized, or lacking the authorization of another required person; and (iv) any Transaction to or from a linked account for which you

notify the external financial institution is unauthorized or for which you fail to notify the external financial institution is authorized.

6. We retain the right to remove any linked account from your Account; terminate, suspend, or limit your ability to submit Transactions to or from any linked accounts; and to terminate, suspend, modify, or limit this service at any time and for any reason, including, but not limited to, breach of these Account Terms or any warranty set forth above.

### MAY I ATTACH MY AMEX REWARDS CHECKING ACCOUNT TO THIRD PARTY APPLICATIONS AND SERVICES, SUCH AS ACCOUNT AGGREGATORS?

**Yes, however you assume the risk of allowing access to your Account by third party applications and services.**

**Third party applications and services may be risky.** Allowing access to your Account by third party applications and services (each, a “Third Party Provider”) may expose your Account and your Account information to substantial risk of misuse and loss. For example, sharing your Account information, debit card number, and/or online credentials with a Third Party Provider (such as a third party account aggregator service, a third party automated data gathering service, a third party electronic funds transfer initiation services or other similar third party service or online tool) may result in unauthorized Transactions against your Account or in the distribution, sharing and/or use of your Account information that goes beyond the scope that you intended to authorize.

**You are responsible for Transactions made by the Third Party Providers that you authorize to access your Account.** You agree that any Third Party Provider that you allow to access your Account is your Authorized Person in regard to any and all Transactions or other instructions created and/or transmitted as a result of you giving the Third Party Provider access to your Account and/or Account information. You agree that you will be responsible for any such Transactions and instructions to the fullest extent allowed by law, even if such Transactions or other instructions exceed the authority that you gave the Third Party Provider. For example, if you authorize a Third Party Provider to make Transactions against your Account by providing the Third Party Provider your debit card number or online credentials, you will be responsible for all Transactions made against your Account by the Third Party Provider, even if the Transactions made by the Third Party Provider are different in number, frequency, or amount than you authorized the Third Party Provider to make. Any claim or dispute that a Transaction made by a Third Party Provider exceeded the authority that you gave the Third Party Provider will be solely and exclusively between you and the Third Party Provider and we will have no liability whatsoever in regard to such claim, dispute and Transaction.

**We are not responsible for reviewing Third Party Providers.** We may choose in our sole discretion to accept or reject any request you make for a Third Party Provider to access your Account and/or to submit Transactions against your Account. Our decision to accept or reject your request that a Third Party Provider be allowed to access your Account or submit Transactions against your Account does not constitute an endorsement or other

judgment by us in regard to the Third Party Provider. Further, our decision to accept or reject your request that a particular Third Party Provider or particular type of Third Party Provider be allowed to access your Account and/or submit Transactions against your Account does not obligate us to accept or reject other requests for other Third Party Providers to access your Account and/or submit Transactions against your Account.

Except to the extent that we explicitly specify in writing, we have not reviewed any Third Party Provider, any Third Party Provider's services, or the manner in which any Third Party Provider uses and/or protects your Account and your Account information. We make no representation in regard to the safety or suitability of any Third Party Provider and are not responsible for any use, misuse, loss or exposure of your Account, your Account information, or funds in your Account that may result from providing a Third Party Provider access to your Account.

## DEPOSITS INTO YOUR AMEX REWARDS CHECKING ACCOUNT

### HOW DO I MAKE A DEPOSIT INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Deposits into your Account may be made through Mobile Check Deposit, Physical Check Deposit, an Online Transfer Transaction and Internal Transfer Transaction.**

An "Item" for deposit is a Transaction intended to deposit funds into your Account, whether as the result of a deposit in the form of a check, Mobile Check Deposit, Online Transfer Transaction, Internal Transfer Transaction or other form of Transaction. All Items are credited to your Account on a provisional basis that may be revoked if payment of the Item is not received and/or settlement is not finalized.

#### DEPOSIT BY CHECK:

**Mobile Check Deposit:** Submission of an Item for deposit into your Account by taking a picture of the front and back of the physical item and transmitting the image through Mobile Check Deposit on the Amex App.

**Physical Check Deposit:** Submission of an Item for deposit into your Account by mailing us a physical Item.

#### DEPOSIT BY ONLINE TRANSFER TRANSACTION:

**Online Transfer Transaction** (External ACH Deposit Transaction): An electronic funds transfer through an Automated Clearing House (ACH) payment system that is initiated by the sender of the funds to be deposited into your Account, such as for the direct deposit of payroll into your Account. An Internal Transfer Transaction is not considered an Online Transfer Transaction under these Account Terms.

**Online Transfer Transaction** (ACH Pull Transaction): An electronic funds transfer through an Automated Clearing House (ACH) payment system initiated through American Express in which you pull funds from an account that you own at another financial institution to be deposited into your Account. An Internal Transfer Transaction is not considered an Online Transfer Transaction under these Account Terms.

### DEPOSIT BY INTERNAL TRANSFER TRANSACTION:

**Internal Transfer Transaction (Deposit):** A transfer of funds from your Amex Savings Account into your Amex Checking Account.

### DEPOSIT BY WIRE TRANSFER:

**Incoming Wire Transfer:** A funds transfer made through a wire transfer system into your Account.

In our sole discretion, we may permit you to receive deposits to your account by Incoming Wire Transfer, subject to minimum amounts and/or any other conditions we determine from time to time. We may verify all Incoming Wire Transfers prior to acceptance and processing and may choose to accept and/or process or refuse to accept and/or process Incoming Wire Transfers in our sole discretion. To initiate an Incoming Wire Transfer from an external bank, please use the routing number and account number associated with your Rewards Checking Account. An Incoming Wire Transfer will be reflected on your Account Statement as a "Wire Transfer Credit".

There are no limits on the dollar amount or on the frequency of Incoming Wire Transfers, other than the maximum deposit limits applicable to the Account as set forth in these Account Terms.

### WHEN WILL DEPOSITS INTO MY AMEX REWARDS CHECKING ACCOUNT START EARNING INTEREST AND BE AVAILABLE FOR ME TO USE?

**The time periods for funds deposited into your Account to begin earning interest and to become available for you to use varies depending on the characteristics of the Transaction that is used to deposit the funds into your Account.**

Please see the [Fee Schedule and Truth in Savings Disclosures](#) for details regarding when funds deposited into your Account will start earning interest and the [Funds Availability Schedule](#) for details regarding when funds deposited into your Account will be available for you to use. Funds deposited into your Account will be reflected on your next Account Statement, but we will not generally send you a separate communication to inform you of each Transaction that deposits funds into your Account. You may verify whether a Transaction has been completed through accessing your Account online

through [americanexpress.com/rewardscheckingdashboard](https://americanexpress.com/rewardscheckingdashboard) or the Amex App or by contacting us using the contact information at the beginning of these Account Terms.

### ARE THERE LIMITS TO THE AMOUNT OF FUNDS THAT MAY BE DEPOSITED INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, Transactions depositing funds into your Account are subject to per-period dollar limits, which vary by Transaction type.**

Transaction limits for deposits into your Account made through electronic means, including Mobile Check Deposit Transactions and Internal Transfer Transactions, are set forth in Debit Card and Electronic Funds Transfer Information and Disclosures. There are no limits on the dollar amount or on the frequency of Incoming Wire Transfers, other than the maximum deposit limits applicable to the Account as set forth in these Account Terms. Mobile Check Deposit Transactions that are received electronically and rejected will be counted towards your per-period dollar limits. Physical Items that you send to us for deposit by mail are not subject to a Transaction dollar limit other than that they may not exceed the maximum balance of your Account. Transactions limits may change from time to time at our discretion without prior notice unless required by applicable law. If a Transaction intended to deposit funds into your Account exceeds a Transaction limit or is otherwise ineligible for processing, it will generally not be processed. However, we retain the right at our discretion to process Transactions that exceed an applicable Transaction limit. We will not be liable under any circumstances for either accepting or rejecting such Transaction even if the rejection results in a Negative Balance in your Account or other Transactions being rejected and returned unpaid.

### WHAT RESPONSIBILITY DOES AMERICAN EXPRESS HAVE FOR DEPOSITS INTO MY AMEX REWARDS CHECKING ACCOUNT PRIOR TO SETTLEMENT?

**We will exercise reasonable care and act as your agent to process Transactions intended to deposit funds in your Account prior to settlement, but do not guarantee final settlement of Transactions.**

We are responsible for exercising reasonable care when processing a Transaction, such as the presentment of Items and collection of funds to be deposited into your Account. We will not be responsible for error or the lack of care of any other bank, payment system or other party involved in the collection or return of a deposited Item, or for an Item lost in collection or return. Before final settlement of any Transaction depositing funds into your Account, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the Item. This means that we will act on your behalf to facilitate the final settlement of the funds to be deposited into your Account, but do not guarantee final settlement of a Transaction depositing funds into your Account or that the Transaction will not be reversed, which could result in a Negative Balance in your Account.

## CAN FUNDS BE SENT ELECTRONICALLY FOR DIRECT DEPOSIT INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, you may arrange for a third party to send Online Transfer Transactions to us through an Automated Clearing House (ACH) payment system to deposit funds directly into your Account.**

Accountholders at other financial institutions may use your Account number and American Express National Bank's routing number to send Online Transfer Transactions for direct deposit into your Account (such as for payroll payments, pension obligation payments, dividend payments, Social Security payments, state or federal benefit payments, or tax refund payments). It is very important that you provide the correct Account Number and routing number information to parties sending you funds electronically as we may not be able to recover funds sent to the wrong account or financial institution.

Third parties electronically depositing funds into your Account on a recurring basis (such as for monthly payroll or similar payments) may not notify you when funds are sent for direct deposit into your Account. You may verify whether a recurring Online Transfer Transaction has been completed by calling us using the contact information at the beginning of these Account Terms.

## CAN AMERICAN EXPRESS REJECT OR REVERSE TRANSACTIONS SUBMITTED FOR DEPOSITS INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, we reserve the right to reject or reverse any Transaction intended to deposit funds into your Account at any time and for any reason.**

We may accept or reject any Transaction or any part of any Transaction intended to deposit funds into your Account at our discretion at any time, including after the Transaction is initially accepted. If we reject a Transaction intended to deposit funds into your Account after it is initially accepted, we may reverse the credit into your Account. Similarly, if we make funds available in your Account for an Item that is returned unpaid, we will remove the funds that were made available for the Transaction from your Account. If a Transaction into your Account is rejected or reversed after you have withdrawn or used funds we made available to you for the Transaction, your Account may experience a Negative Balance. We are not liable to you if we reject or reverse any Transaction into your Account, including in cases in which (i) the rejection of the Transaction occurs after the Transaction was initially accepted for processing; (ii) the rejection of a Transaction results in a Negative Balance in your Account; or (iii) the rejection of a Transaction results in other Transactions out of your Account being rejected or returned unpaid (including, in some circumstances, Transactions that you may have already made).

Circumstances in which Transactions intended to deposit funds into your Account may be rejected and/or reversed include, but aren't limited to:

- Transactions into your Account for which an Item is returned to us unpaid from the paying bank.
- Transactions into your Account for which the paying bank requires that we repay them for the amount of an Item because the Item was unauthorized including (without limitation) any Item that is forged, altered, stolen, erroneous, incomplete or subject to any other condition giving rise to a demand that we repay the paying bank. We may also hold or freeze the amounts demanded to be repaid by a paying bank, pending an investigation into the basis of the paying bank's demand and the ownership of the demanded funds.
- Online Transfer Transactions into your Account that are subject to reversal in accordance with the Nacha Rules or other payment system rules.
- Transactions into your Account that indicate a deposited amount that is different than the actual amount of funds received for deposit.
- Transactions into your Account that are the result of error, misdirection, transfer duplication, fraud, forged or counterfeit instrument or instruction, illegality or other similar reason, including (without limitation) errors that we cause or fail to detect.
- Transactions into your Account using Mobile Check Deposit that do not conform to the technical, security or other requirements for deposit of an Item into your Account. You understand and agree that if we reject a Mobile Check Deposit Transaction, you may need to contact the original drawer (maker) of the check and request a replacement check.

You agree that for any Item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, we may charge back the Item against your Account without regard to whether such Item was returned within any applicable deadlines. We reserve the right not to pay interest on any item that is returned to us unpaid. At our option and without notice that an Item has been returned, we may resubmit any returned Item for payment. You waive notice of nonpayment, dishonor, and protest regarding any Items credited to or charged against your Account. You further agree that regardless of any final settlement, if an Item that is deposited to your Account is unpaid, dishonored, or returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the Item from your Account, or place a hold on your Account for the amount of the Item until liability for the Item is determined. If we deduct the amount of the Item from your Account, the party (business or consumer) that unsuccessfully attempted to transfer funds to your Account will not be considered to have paid the amount of the Item and you will be responsible for contacting that party to make alternative payment arrangements.

If, in connection with a governmental direct deposit program, we deposit funds in your Account that should have been returned to the government for any reason, you authorize us to deduct the amount of our liability to the government from the Account or from any other Account you have with us, without prior notice to you, in addition to any other remedy we are entitled to under law to recover from you the amount of our liability to the government. You agree not to initiate any transactions on the Account that would violate the laws of the United States.

## MAY I ELECTRONICALLY DEPOSIT FUNDS I HOLD AT ANOTHER FINANCIAL INSTITUTIONS INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, you may request an Online Transfer Transaction instructing us to submit an Automated Clearing House (ACH) payment request for funds held in an account at another financial institution to be electronically transferred for deposit into your Account.**

To submit a request that funds be pulled from an account another financial institution, you must first link the external account to your Account. You may only link your Account to, and submit Online Transfer Transactions to pull funds from, external accounts of which you are the sole owner in an individual capacity and for which you are authorized to make transactions without authorization from or notice to any other person. Please see "May I link my Amex Rewards Account to accounts that I own at other financial institutions?" for important terms governing Online Transfer Transactions in which you pull funds from accounts outside of American Express. Once the external account is linked to your Account, you may use the American Express Online or the Amex App to submit a request for an Online Transfer Transaction to pull funds from the external account for deposit into your Account.

**SUBMITTING AN ONLINE TRANSFER TRANSACTION REQUESTING FUNDS FROM AN ACCOUNT YOU DO NOT OWN OR DO NOT HAVE AUTHORITY TO TRANSFER FUNDS FROM IS A SERIOUS VIOLATION OF THESE ACCOUNT TERMS AND MAY LEAD TO SIGNIFICANT CIVIL OR EVEN CRIMINAL LIABILITY.** Upon the discovery or suspicion that an unauthorized Online Transfer Transaction was submitted or was attempted to be submitted using your Account, we may (among any other steps we deem appropriate) immediately terminate, suspend, freeze, or restrict your Account, online access to your Account, any funds in your Account or awaiting settlement into your Account, and any Transactions into and out of your Account. You will be liable for any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, resulting from any unauthorized Online Transfer Transactions or attempted unauthorized Online Transfer Transactions made using your Account, including any damages that we may incur as a result of your actions. Such liability may exceed the amount of the unauthorized Online Transfer Transaction and the total amount of funds in your Account.

## HOW DO I DEPOSIT A CHECK INTO MY AMEX REWARDS CHECKING ACCOUNT?

**You may deposit a check into your Account through Mobile Check Deposit or by mailing the check to us.**

After you send any Item to us for deposit into your Account, examine your Account Statement carefully and use our American Express Online or the Amex App to confirm that we received the Item for deposit.

**Mobile Check Deposit.** You may submit eligible Item for deposit into your Account by capturing and transmitting an image of the front and back of the Item using Mobile Check Deposit on the Amex App.

**Check Deposit by Mail.** You may send us a physical Item for deposit into your Account by mailing the Item to us at the address set forth below. We do not require that you use printed deposit slips when you mail us an Item for deposit into your Account.

## MAILING ADDRESS TO SEND AN ITEM FOR DEPOSIT INTO YOUR ACCOUNT

**American Express National Bank**  
PO Box 31492  
Salt Lake City, UT 84131

## WHAT KINDS OF CHECKS MAY I DEPOSIT INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Subject to the restrictions set forth in this section, you may submit Items for deposit into your Account that are made payable to you in U.S. Dollars, that are drawn on an account at a financial institution with a deposit-taking office in the United States (including U.S. territories), and that include complete U.S. routing numbers and account numbers.**

In order for an Item to be accepted for deposit into your Account, the Item must be payable in U.S. Dollars; be drawn on an account held at a financial institution's deposit-taking office in the United States, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa or Northern Mariana Islands; and include on the front of the check (i) a magnetic ink character recognition (MICR) line containing a complete U.S. routing and account number, and check serial number; (ii) the preprinted name and address of the drawer (maker) of the check; (iii) a preprinted check serial number.

We may accept or decline any Item submitted for deposit into your Account. You **may not** deposit the following types of Items into your Account. We will generally reject Items of such type, but reserve the right to accept any such Item at our discretion without prior notice.

- Items that are more than six (6) months old
- Items with any known or suspected alteration or which you know or suspect, or have reason to know or suspect, are unauthorized, fraudulent, or uncollectible
- Unendorsed or improperly endorsed Items
- International Items and Items payable in currencies other than U.S. Dollars
- U.S. Savings bonds
- Money orders
- MoneyGram Items
- Counter or starter Items without the bank routing number, account number and check serial number encoded at the bottom
- Travelers checks

- Items that have already been deposited or submitted for deposit (whether to your Account or to another account) by any means (including, without limitation, Items submitted for deposit through Mobile Check Deposit multiple times)
- Items that have already been converted to an image or copy
- Remotely created checks (Items that are not created by the paying bank and that do not include the signature of the drawer (maker) on whose account the check is drawn)

### DO ITEMS THAT I DEPOSIT INTO MY AMEX REWARDS CHECKING ACCOUNT NEED TO BE LEGIBLE?

**Yes, Items submitted for deposit into your Account and images of Items submitted through Mobile Check Deposit for deposit into your Account must be legible. We are not liable for any Items or images of Items that are not readable (including, without limitation, Items that are rejected due to illegibility and Items that are erroneously processed due to illegibility).**

Items and image of Items that you submit to us for deposit into your Account must meet all prevailing industry and regulatory requirements for deposit and/or Mobile Check Deposit (as those requirements may change from time to time) and we must be able to read and convert (at a minimum) the bank routing number, account number and serial number encoded at the bottom of the Item or image of the Item using our optical scanning hardware and software. When you transmit an Item or image of an Item to us, you agree that the image is an “Item” as defined by the Uniform Commercial Code and is the legal equivalent of the original Item for all purposes including our qualifying as a holder-in-due-course for it as described in the Uniform Commercial Code (UCC). We can attempt to process, collect, present for payment, return or re-present your Item or image of your Item in any way we choose that is allowed by law, including as electronically presented checks/items or as ACH transactions, in our sole discretion.

If an Item or an image of an Item does not meet all of our Mobile Check Deposit processing requirements, we may choose to, without any liability to us: (i) refuse to accept the Item and image of the Item for deposit into your Account; (ii) process the Item/image of the Item as received; or (iii) process the Item for deposit in another format as allowed. If there is a discrepancy between the dollar amount shown in words and the dollar amount shown in numbers on an Item, we will use the dollar amount shown in words.

### DO I NEED TO ENDORSE CHECKS THAT I SUBMIT FOR DEPOSIT INTO MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, you need to endorse Items submitted for deposit into your Account and warrant that all endorsements for any Item that you submit for deposit are genuine.**

Prior to submitting an Item for deposit into your Account, you must endorse the back of the Item and include the words “**For Mobile Deposit Only at AENB**” for Mobile Check Deposit and “**For Deposit Only at AENB**” for Physical Items submitted for deposit by mail. To ensure that your check is processed without delay, you must endorse it (sign it on the back) within 1 and 1/2 inches of the trailing edge of the check. The trailing edge is the left side of the check (when looking at it from the front). Please do not include further information or

instructions on the back of Items that you submit for deposit into your Account. We will treat all Items submitted as to be deposited into the specified account and are not bound by other instructions, restrictions, or conditions set forth on a check or in an Item's endorsement.

You warrant that all endorsements for any Item you present for deposit are genuine. You agree to indemnify us and hold us harmless from and against, and reimburse us for, any loss we incur because your endorsement or any other information on the reverse side of an Item caused our endorsement on the Item to be illegible and delayed the processing of the Item. The preceding indemnification will survive termination of your Account.

Items that are not properly endorsed or that are not made payable either to us or to you may be returned. However, if you fail to endorse an Item, we may endorse it for you or treat the Item as if we endorsed it. Before final settlement of any deposit, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the Item.

## WHAT ADDITIONAL RULES APPLY TO THE USE OF MOBILE CHECK DEPOSIT WITH MY AMEX REWARDS CHECKING ACCOUNT?

**Your use of Mobile Check Deposit is subject to the following provisions.**

You agree that to each of the following in regard to Mobile Check Deposit: (i) Your use of Mobile Check Deposit will comply with all applicable laws, regulations and payment system rules related to Mobile Check Deposit; (ii) You acknowledge that use of Mobile Check Deposit is dependent upon broadband Internet connectivity; (iii) You will be solely responsible for resolving any Internet connectivity issues; (v) You will not use Mobile Check Deposit for any purpose other than the capture of images of checks and associated data for your own use; (vi) You will use Mobile Check Deposit in accordance with service specifications that we may provide to you; (vii) You will not acquire any right, title, or interest in or to intellectual property rights in regard to Mobile Check Deposit; (viii) You will notify us at once of any actual or suspected unauthorized use of Mobile Check Deposit by you or any person authorized by you to use Mobile Check Deposit; and (x) You will not make or permit alteration of Mobile Check Deposit or any specifications that we provide to you or the removal or modification of any tags, proprietary or copyright notices, labels, or other identifying marks placed by any party on the Mobile Check Deposit or the specifications or in the user interface generated by the Mobile Check Deposit.

We may establish customer eligibility requirements to use the Amex App and Mobile Check Deposit and may change such eligibility requirements without prior notice unless applicable law requires prior notice.

## TRANSACTIONS FROM YOUR AMEX REWARDS CHECKING ACCOUNT

### HOW CAN I MAKE A TRANSACTION FROM MY AMEX REWARDS CHECKING ACCOUNT?

Transactions from the Account may be made using your Debit Card, Debit Card Number or Digital Wallet (as available); by writing a physical check to be paid from your Account; by initiating an Online Transfer Transactions or an Internal Transfer Transaction through American Express Online or the Amex App; by authorizing a third party to submit an Online Transfer Transaction to be paid out of your Account; by withdrawing funds at an ATM; and in some cases, by the issuance of a cashier's check.

A summary of the services that we offer to make Transactions from your Account is set forth below. You should be familiar with each type of Transaction you wish to use prior to submitting Transactions against your Account as each type of Transaction has different characteristics, timing, and risks, and is governed by different laws and rules.

## DEBIT CARD TRANSACTIONS

### **Debit Card Payment**

**Description:** An online or point-of-sale payment in which you use your physical Debit Card or your Debit Card Number to make a payment from your Account.

**Initiated By:** Debit Card or Debit Card Number

**Debit Card Required?:** Yes

### **Foreign Currency Debit Card Payment**

**Description:** A Debit Card Payment in which you use your physical Debit Card or your Debit Card Number to make a payment from your Account that is paid in a currency other than U.S. Dollars.

**Initiated By:** Debit Card or Debit Card Number

**Debit Card Required?:** Yes

### **Digital Wallet Payment**

**Description:** A Debit Card Payment using a mobile application to present information or tokenized information from your Debit Card (as available).

**Initiated By:** Apple Pay or Google Pay

**Debit Card Required?:** Yes

## ONLINE TRANSFER TRANSACTIONS (ACH TRANSACTIONS)

### **Outgoing ACH Transaction (ACH Push Transaction)**

**Description:** An electronic funds transfer through an Automated Clearing House (ACH) payment system that you initiate through American Express to send money from your Account to an account that is linked to your Account.

**Initiated By:** American Express Online or Amex App

**Debit Card Required?:** No

### **Incoming ACH Transaction (ACH Pull Transaction)**

**Description:** An electronic funds transfer through an Automated Clearing House (ACH) payment system that you initiate through American Express to pull money from an account that is linked to your Account.

**Initiated By:** American Express Online or Amex App

**Debit Card Required?:** No

**External ACH Transaction (Deposit)**

**Description:** An electronic funds transfer through an Automated Clearing House (ACH) payment system in which funds are deposited into to your Account.

**Initiated By:** Payor sending you money

**Debit Card Required?:** No

**External ACH Transaction (Withdrawal)**

**Description:** An electronic funds transfer through an Automated Clearing House (ACH) payment system in which funds are withdrawn from your Account.

**Initiated By:** Payee transferring funds from your Account

**Debit Card Required?:** No

An Internal Transfer Transaction is not considered an Online Transfer Transactions under these Account Terms.

## AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS

**ATM Withdrawal**

**Description:** A withdrawal of cash from your Account at an ATM in U.S. Dollars.

**Initiated By:** Debit Card at an ATM

**Debit Card Required?:** Yes

**ATM Foreign Currency Withdrawal**

**Description:** A withdrawal of cash from your Account at an ATM in a currency other than U.S. Dollars.

**Initiated By:** Debit Card at an ATM

**Debit Card Required?:** Yes

## CHECK TRANSACTIONS

**Physical Check**

**Description:** A paper check that is written against your Account and which is paid from funds in your Account.

**Initiated By:** Paper check

**Debit Card Required?:** No

**Cashier's Check**

**Description:** A paper check that American Express draws against its own account for which it is reimbursed with funds from your Account. Cashier's checks are not available for purchase and may only be drawn against your Account by us for functions such as closing your Account or making payments required by court order.

**Initiated By:** American Express

**Debit Card Required?:** No

## INTERNAL TRANSFER TRANSACTION

**Internal Transfer Transaction (Withdrawal):** A transfer of funds from your Amex Checking Account into your Amex Savings account.

## CAN I TRANSFER FUNDS BETWEEN MY AMERICAN EXPRESS REWARDS CHECKING ACCOUNT AND MY AMERICAN EXPRESS SAVINGS ACCOUNT?

Yes. You may transfer funds between your American Express Rewards Checking account and your American Express High Yield Savings Account issued by American Express National Bank (“Amex Savings Account”) by initiating an online internal transfer at [americanexpress.com/rewardscheckingdashboard](https://americanexpress.com/rewardscheckingdashboard) or through the Amex App (an “Internal Transfer Transaction”). Internal Transfer Transactions cannot be initiated from your Amex Savings Account online portal or dashboard. Before you can initiate an Internal Transfer Transaction, your American Express Rewards Checking account and your American Express High Yield Savings account must be linked to your online Card and Checking account and must have the same login password. You may transfer funds from your American Express Rewards Checking account to your Amex Savings Account or from your Amex Savings Account to your American Express Rewards Checking account. You may not transfer more than your Available Balance in the account you are transferring from, or amounts that may exceed the limits set for Internal Transfer Transactions. The funds transferred to your account receiving the Internal Transfer Transaction will be available immediately. Funds deposited after 9:45pm ET on a Business Day may not be available to cover Transactions that are already processing in your account on that Business Day. Transaction limits for Internal Transfer Transactions are set forth in the attached Debit Card and Electronic Funds Transfer Information and Disclosures.

## WHAT AMOUNT OF FUNDS MAY BE USED TO MAKE TRANSACTIONS FROM MY AMEX REWARDS CHECKING ACCOUNT?

**The Available Balance of your Account is the amount with which you may make Transactions from your Account.**

Your Available Balance represents the amount of funds that have been settled into your Account plus the amount of funds that we have provisionally or conditionally made available to you minus the amount of funds subject to holds, such as Transaction holds placed on amounts that have not been settled, authorization holds placed on amounts for Transactions that you have made but have not yet been paid, holds placed on your Account due to suspicion of fraud, and other holds we place on your Account. We will not be liable for dishonoring or rejecting any Transaction that would exceed the Available Balance of your Account.

Please see the [Funds Availability Schedule](#) for details on when Transactions into your Account will be available to make Transactions.

## ARE THERE LIMITS ON THE SIZE OF TRANSACTIONS THAT I CAN MAKE FROM MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, the aggregate dollar value of Transactions that you may make out of your Account over an applicable period is subject to a limit for each type of Transaction.**

Please see the attached [Debit Card and Electronic Funds Transfer Information](#) for details on the limits for each type of Transaction.

## MAY I MAKE TRANSACTIONS FROM MY AMEX REWARDS CHECKING ACCOUNT THAT ARE PAID IN CURRENCIES OTHER THAN U.S. DOLLARS?

**Yes, you may make Debit Card Foreign Currency Payments and ATM Foreign Currency Withdrawals from your Account that are paid in currencies other than U.S. Dollars.**

Foreign Currency Transactions out of your Account are paid to the recipient of the Transaction in the specified foreign currency and your Account is debited the equivalent amount in U.S. Dollars based on a currency conversion rate selected by American Express. American Express's affiliate, AE Exposure Management Ltd. ("AEEML") converts the amount to be paid in the foreign currency into U.S. Dollars on the date we or our agents process the currency conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for the relevant date. The rate AEEML uses will be no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior Business Day. This conversion rate may differ from the rates that are in effect on the date of your Transaction. We charge a foreign currency fee for Transactions paid in any currency other than U.S. Dollars. This fee will be applied in addition to the funds debited against your Account for payment of the Transaction in the foreign currency. Foreign Currency Transactions are not available in all currencies and the currencies for which Foreign Currencies may be paid may change at any time at our discretion.

## IN WHAT ORDER WILL YOU POST TRANSACTIONS AGAINST MY AMEX REWARDS CHECKING ACCOUNT?

**The order that Transactions are posted to and from your Account differs by Transaction type and will generally either be ordered from low-to-high or in chronological order.**

For each Business Day, for check Transactions, we will post all check Transaction credits to your Account first, in low to high dollar amount. Following these check Transaction credits all check Transaction debits will post to your Account in low to high dollar amount. For each Business Day, for Online Transfer Transactions, Incoming Wire Transfers and Debit Card Transactions, we will post all Transactions in chronological order. For Internal Transfer Transactions, transactions will be posted to your Account in real-time and immediately

reflected in both your Current Balance and your Available Balance. For more information about how Debit Card Transactions post to your account, please see the section entitled “What Are Authorization Holds And What Effect Will They Have On My Amex Rewards Checking Account?” in these Account Terms. Items sent by third parties for temporary or provisional authorization prior to being submitted for final payment will post according to the date and time of the authorization request.

However, at our discretion we may post Transactions to your Account in any other order we choose and may change the order that Transactions are posted without notice, unless the order that Transactions are posted is specifically mandated by law. Additionally, the order that Transactions are posted to your Account may be affected by interbank payment processes and other internal and external factors, such as the time that we receive information from payment systems or other financial institutions.

**Check Transactions:** Credits are posted to your Account from low to high dollar value and then debits are posted to your Account from low-to-high dollar value.

**All other Transactions:** Transactions within each Transaction type will be posted chronologically in the order Transactions made against your Account are received.

It is important to maintain sufficient funds in your Account to cover all Transactions made against your Account. We are not liable for that damages that may arise as a result of the order that Transactions are posted against your Account (including, without limitation, the rejection and/or non-payment of Transactions due to insufficient funds) even if a different posting order may have had a different result.

### MAY I OVERDRAFT MY AMEX REWARDS CHECKING ACCOUNT BY MAKING A TRANSACTION THAT EXCEEDS MY AVAILABLE BALANCE?

**No, you may not make a Transaction that exceeds the Available Balance in your Account and we do not currently offer overdraft protection for your Account.**

We may in our sole discretion choose to pay or reject any Transaction that creates a Negative Balance in your Account. If we do not complete a Transaction because there are not sufficient funds in your Account to cover the Transaction, we may not notify you unless required by applicable law. Choosing to pay a Transaction that results in a Negative Balance in your Account does not obligate us to do so again.

### WHAT HAPPENS IF MY AMEX REWARDS CHECKING ACCOUNT HAS A NEGATIVE BALANCE?

**Any Negative Balance in your Account is an immediately due and payable debt that you agree to pay back immediately upon notice to you.**

In the event that a Negative Balance appears in your Account (for example, if we permit a Transaction that creates a Negative Balance or if a check deposited into your Account is returned unpaid after funds made available for the check are withdrawn), you will be obligated to repay the amount of the Negative Balance immediately upon notice to you. A

failure to repay a Negative Balance promptly may result in the closure of your Account and a report to one or more consumer reporting agencies (debit bureaus and credit bureaus) regarding the unpaid Negative Balance and the closure of your Account. Such a report may affect your rating with consumer reporting agencies, including your credit score and/or debit bureau score.

## CAN AMERICAN EXPRESS REJECT TRANSACTIONS FROM MY AMEX REWARDS CHECKING ACCOUNT?

**Yes, we reserve the right to reject any Transaction submitted against your Account or to or refuse to complete any Transaction accepted for processing from your Account.**

We may reject any Transaction that is submitted for payment from your Account for any reason at our sole discretion and may not provide a separate notice to you when we reject a Transactions except as required by law. You may review your Account Statement, access information about Transactions made against your Account on American Express Online or the Amex App, or contact us to confirm whether a particular Transaction was processed against your Account.

While we may reject a Transaction for any reason, some examples of Transactions that we may reject include (without limitation):

- Transactions that exceed the Available Balance of your Account.
- Transactions that exceed the Transaction limit for the applicable type of Transaction.
- Transactions that are (or that we suspect may be) a violation of law, regulation, payment system rules, these Account Terms, or the purposes of your Account.
- Transactions for which we are unable to verify information about the account or recipient to which the Transaction will be paid.
- Transactions that are (or that we suspect may be) unauthorized, irregular, suspicious, or fraudulent.

For more information about rejected Transactions, please contact us using the contact information at the beginning of these Account Terms.

## WHEN CAN AMERICAN EXPRESS DISCLOSE MY INFORMATION TO NON-AFFILIATED THIRD PARTIES?

**In order to protect your privacy, we will not disclose your information to third parties about you or your Account or about Transactions you make, except in the following situations:**

- Where it is necessary for completing Transactions
- In order to verify the condition and existence of your Account for a third party such as a credit bureau or merchant
- Requests from persons authorized by law in the course of their official duties
- To a consumer reporting agency as defined and permitted by applicable law

- In order to comply with government agency or court orders, such as a lawful subpoena
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
- As disclosed in our attached [Privacy Notice](#)
- If you give us your written permission

## **YOUR AMERICAN EXPRESS DEBIT CARD**

### **WHAT ACCOUNT SERVICES MAY I ACCESS WITH MY AMEX REWARDS CHECKING DEBIT CARD?**

**You may use your Debit Card to make one-time and recurring Debit Card Transactions, to withdraw cash at ATMs, and to check your Account balance at participating ATMs.**

### **MAY I USE MY AMEX REWARDS CHECKING DEBIT CARD TO MAKE TRANSACTIONS AGAINST MY CREDIT CARD ACCOUNT?**

**No, your Debit Card is not a credit card and cannot be used to make payments or other transactions from an American Express credit card account.**

Debit Card Transactions that exceed the Available Balance of your Debit Card may be rejected regardless of whether you have sufficient capacity in a credit card account to pay the Transaction. Negative Balances in your Account will not be automatically transferred to or paid by your credit card account. Your American Express credit cards may not be used to make Debit Card Transactions.

### **AM I REQUIRED TO ACTIVATE OR USE MY AMEX REWARDS CHECKING DEBIT CARD?**

**No, you are not required to activate or use your Debit Card. However, your Debit Card accesses important services for your Account, such as the ability to make purchases and payments using Debit Card Transactions.**

Your Amex Rewards Checking Account Application includes a request that we send you a Debit Card for your Account, which we will send to the address on your Account Application inactive. You may not use your Debit Card to access your Account or make Debit Card Transactions until your Debit Card is activated. To activate your Debit Card, you must go to [americanexpress.com/activate](https://americanexpress.com/activate) and follow the steps set forth on the activation website. Once your Debit Card is activated, you will be able to use your Debit Card as described in these Account Terms where it is accepted. If you wish to not use your Debit Card, you must destroy or dispose of it to help protect your Account.

## HOW SHOULD I PROTECT MY AMEX REWARDS CHECKING DEBIT CARD?

**Among other precautions, it is very important that you keep your Debit Card in a secure location, that you not share your Debit Card or Debit Card number with anyone, and that you notify us at once if your Debit Card is lost or stolen, if you discover or suspect that your Debit Card or Debit Card Number have been compromised, or if an unauthorized Debit Card Transaction is made against your Account.**

Please see the Security Center on American Express Online for more information about how to secure your Debit Card.

## IS THERE A FEE TO USE MY AMEX REWARDS CHECKING DEBIT CARD?

**We do not charge you for Debit Card Transactions or ATM Transactions made in U.S. Dollars; however, we charge a fee for Debit Card Transactions, including ATM Transactions, paid in currencies other than U.S. Dollars and third party owners of ATMs and ATM networks may apply when you use your Debit Card.**

Please see the [Fee Schedule & Truth in Savings Disclosure](#) for more information about fees and charges.

## WHAT ARE AUTHORIZATION HOLDS AND WHAT EFFECT WILL THEY HAVE ON MY AMEX REWARDS CHECKING ACCOUNT?

**An authorization hold is a restriction that we place on funds in your Account that decreases your Available Balance in order to maintain sufficient funds in your Account to settle Transactions you make with your Debit Card.**

When you make a Debit Card Transaction, such as a point-of-sale purchase, the merchant or payee will generally submit a request to us to verify that there are sufficient funds in your Account to make the Transaction and request authorization to make the Transaction. This request is generally followed by a second request that the merchant or payee makes for funds to be transferred from your Account to settle the Transaction. The amount of funds required to settle such Transaction will remain in your Account until settlement, but will be deducted from your Available Balance and will not be available for further Transactions. In such case, your Current Balance may appear larger than your Available Balance until the Transaction is settled.

The amount of funds required to settle a Debit Card Transaction may be different than the amount of the authorization hold placed on your Account for the Transaction. For example, if you ask a restaurant to add a tip to a Debit Card Transaction after the Transaction has been authorized, the amount of funds held in your Account will be less than the amount required to settle the Transaction. If there are not sufficient additional funds in your Account at settlement to cover the difference between the authorization hold and the amount required for settlement, a Negative Balance may appear in your Account.

## **ONLINE TRANSFER TRANSACTIONS**

### **WHAT KIND OF ONLINE TRANSFER TRANSACTIONS MAY BE USED TO TRANSFER FUNDS FROM MY AMEX REWARDS CHECKING ACCOUNT?**

**There are two types of Online Transfer Transactions that can be used to debit funds from your Account: (i) Online Transfer Transactions that you submit to us requesting that we transfer funds from your Account to another account that you specify; and (ii) Online Transfer Transactions that you authorize another party (such as a utility company to whom you owe a monthly fee) to submit to us requesting that we transfer funds from your Account to the requester's account.**

Online Transfer Transactions from your Account are processed as Automated Clearing House (ACH) payments over an ACH payment system governed by the rules of the National Automated Clearing House Association (Nacha).

### **HOW DO I MAKE AN ONLINE TRANSFER TRANSACTION FROM MY AMEX REWARDS CHECKING ACCOUNT?**

**You may request an Online Transfer Transaction to transfer funds from your Account to an account linked to your Account through American Express Online or the Amex App.**

You may use American Express Online or the Amex App to submit a one-time Online Transfer Transaction or recurring Online Transfer Transactions directing that funds be transferred from your Account to an external account that has been linked to your Account. Online Transfer Transactions that you submit may only direct that funds from your Account be transferred into an account that you own and are authorized to transact against. You warrant that you are the sole owner in an individual capacity of each and every account that you request be linked to your Account and/or submit an Online Transfer Transaction to transfer funds into. You further warrant that all Online Transfer Transactions that you submit to us are authorized and comply with the terms of these Account Terms, the Nacha Rules, and applicable laws. You agree to indemnify us and hold us harmless for any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, resulting from Online Transfer Transactions that you submit to us.

### **HOW ARE ONLINE TRANSFER TRANSACTIONS FROM MY AMEX REWARDS CHECKING ACCOUNT VERIFIED?**

**In order to submit an Online Transfer Transaction directing that funds be transferred out of your Account, you must satisfy the security procedures for Online Transfer Transactions, which may include providing your online credentials (username and password), Debit Card number, device ID, one-time password or other similar codes or information, and/or any other authentication and verification requirements we implement from time to time.**

The security procedures for Online Transfer Transactions are for the purpose of verifying the identity and authority of the person submitting a request for an Online Transfer Transaction and not for the purpose of detecting errors in Online Transfer Transactions submitted to us. You authorize us to accept and execute any Online Transfer Transactions that we verify with the security procedures for Online Transfer Transactions without further verification or confirmation from you, and you agree that these security procedures are reasonable. You acknowledge and agree that the Security Procedures are not designed to detect errors in Transactions and that you are solely responsible for detecting and preventing such errors. We are not liable for processing Online Transfer Transactions that you submit to us, including erroneous or duplicative Online Transfer Transaction that you submit to us.

The security procedure for Online Transfer Transactions and any method to access your Account may change without notice, except as required by law.

Please see important information in the [Debit Card and Electronic Funds Transfer Information & Disclosures](#) for information regarding unauthorized Online Transfer Transactions made against your Account.

### HOW DO I AUTHORIZE ANOTHER PARTY TO PULL FUNDS FROM MY AMEX REWARDS CHECKING ACCOUNT USING AN ONLINE TRANSFER TRANSACTION?

**You may authorize another party to make Online Transfer Transactions against your Account by providing your Account number and American Express National Bank's routing number to the party and completing the party's process for memorializing your authorization.**

We allow third parties to pull funds from your Account (such as a party that you allow to automatically pull funds from your Account to pay a monthly bill that you owe to that party) when such parties submit Transactions against your Account through an ACH payment system pursuant to the NACHA Rules that govern such payment system. It is very important that you check your Account Statement each month to ensure that the Transactions submitted by third parties that are paid out of your Account have been authorized by you and are in the amounts that you have authorized. You must tell us promptly if any Transaction paid against your Account was not authorized by you in the amount of the Transaction. We have no responsibility to confirm the amount of each Transaction submitted against your Account.

### MAY I CANCEL OR REVERSE AN ONLINE TRANSFER TRANSACTION FROM MY AMEX REWARDS CHECKING ACCOUNT?

**You may submit a request to cancel or reverse an Online Transfer Transaction that you previously submitted by contacting us using the contact information set forth at the beginning of these Account Terms prior to the relevant deadline.**

**Cancelation of an Online Transfer Transaction** You may submit a request to cancel an Online Transfer Transaction prior to the Transaction being submitted for processing, which

must be at least three days prior to the date the Online Transfer Transaction is scheduled to be made.

**Reversal of an Online Transfer Transaction** You may submit a request to reverse an Online Transfer Transaction that you previously submitted within five banking days of the Transaction's settlement date if the Transaction: (1) is a duplicate of a previous Transaction; (2) directs payment to or from the wrong person; (3) requests payment in a different dollar amount than you intended; or (4) directs payment on a date earlier or later than you intended. You warrant that you will only request to reverse an Online Transfer Transaction for the reasons set forth above.

If you ask us to cancel an Online Transfer Transaction three Business Days or more before the Preauthorized Payment is scheduled and we do not do so, we will be liable to you for your losses or damages. We do not guaranty that a request to cancel or reverse an Online Transfer Transaction received after the applicable deadline will be completed and are not liable for a failure to complete a request received past the applicable deadline, even if we attempt to complete the request. You are solely responsible for any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, resulting from the cancellation or reversal of Online Transfer Transactions that you request, including any damages that we may incur as a result of fulfilling your request.

## **CHECKS**

### **HOW DO I ORDER CHECKS FOR MY AMEX REWARDS CHECKING ACCOUNT?**

**You may order checks through our third-party check provider by following the link in American Express Online or the Amex App.**

In order to complete your order, you must provide your account number, your routing number, and other required information. Additional terms and conditions of the third party check provider may apply to order and purchase of checks for your Account. Our online terms, security policies and privacy policies do not govern online services or websites of the third party check provider. Checks and check supplies are provided at an additional charge determined by the check provider. We may share revenue with third party check provider from your check purchase.

### **ARE CHECKS DRAWN AGAINST MY AMEX REWARDS CHECKING ACCOUNT REQUIRED TO BE SIGNED?**

**Accurately completing all information and properly signing checks that you write for payment from your Account are important security measures; however, we may process and pay any Item presented for payment for your Account even if the Item lacks your signature or contains incomplete, inconsistent, or incorrect information.**

In our sole discretion, we may pay or decline to pay any Item presented to us to for payment from your Account, including without limitation, any Item that lacks your signature or that

contains incomplete, inconsistent, or incorrect information. If an Item presented for payment from your Account lacks your signature or contains incomplete, inconsistent or incorrect information, we may use the information that is contained on the Item to determine how to process payment of the Item. If there is an inconsistency between the dollar amount shown in words and the dollar amount shown in numbers on a check submitted for deposit into your Account, we will use the dollar amount in words. We shall not be liable for any decision we make to pay or to decline to pay an Item that is incomplete or that contains inconsistent information or any determination that we make as to how to pay an Item that is incomplete or that contains inconsistent information.

We process Items to be paid against your Account through automated means and we are under no duty to examine each Item presented for payment from your Account. You agree that such automated payment procedure is commercially reasonable and that we shall be deemed to have exercised ordinary care if we adhere to a general industry standard of manual or mechanical examination of a random sampling of Items presented for payment. These Items may represent a sampling or selection of Items drawn on all Amex Rewards Checking accounts or Items that meet certain minimum criteria established by us for manual or mechanical inspection (such as large dollar amounts). We shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any Items that have been forged or altered if the unauthorized signature, endorsement, or alteration could not have been detected by a reasonable person.

Remotely created checks are Items that you authorize a payee to create using information that you provide to the payee. Remotely created checks do not bear your signature and, in many cases, a physical instrument will not be created for a remotely created check. We may pay or decline to pay any remotely created check that is presented to us for payment from your Account. If we accept a remotely created check for payment from your Account, we may treat such Items (or aspects of such Items) as Online Transfer Transactions rather than checks for purposes of payment processing and these Account Terms.

## HOW ARE SUBSTITUTE CHECKS USED TO PROCESS TRANSACTIONS AND WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

**We may use a form of electronic Items call substitute checks to process payments to and from your Account.**

A substitute check is an electronic Item that contains information from a physical Item (such as a check that you have written to be paid against your Account) and that serves as the legal equivalent of a physical Item.

Federal law provides special procedures that must be followed in resolving claims that you may make regarding losses due to a substitute check processed for payment to or from your Account. The losses you may attempt to recover under these special procedures may include the amounts improperly removed from your Account, any fees that were imposed as a result of the withdrawal, and any interest that were not credited to your Account because of incorrect processing. However, the amount refunded to you for your claim may be limited to lesser of (i) the amount of an improperly processed substitute check; and (ii) the damages that you suffered due to improper processing of a substitute check. If your

damages exceed the amount of the substitute check, you may be able to bring a claim under other applicable law.

To make a claim that a substitute check was not properly processed against your Account, contact us using the contact information at the beginning of these Account Terms within 40 days of the date that you first received the substitute check that you believe was improperly processed or the Account Statement showing that the substitute check was improperly paid to or from your Account. We may extend the time you have to make a claim if you were unable to make a timely claim because of extraordinary circumstances.

Your claim must include:

A description of your claim, including the reason why you believe your Account was improperly charged or that the substitute check was improperly processed:

1. A statement that you have suffered a loss and an estimate of the amount of that loss;
2. The reason why the original check or a copy of the original check is necessary to determine whether or not the charge to your Account was proper; and
3. Sufficient information to allow us to identify the substitute check and investigate the claim.

We may require your claim to be submitted in writing in which case you will be responsible for submitting your written claim within 10 Business Days of your oral claim.

You may receive up to \$2,500 plus applicable interest within 10 Business Days of when you make your claim and receive the remainder of your claim plus applicable interest within 40 calendar days of when you make your claim.

## LEGAL RESPONSIBILITY FOR YOUR AMEX REWARDS CHECKING ACCOUNT

### WHO IS LEGALLY RESPONSIBLE FOR LOSSES ARISING FROM MY AMEX REWARDS CHECKING ACCOUNT?

**As set forth in this section, legal liability for any losses arising from your Account, Transactions to and from your Account, and these Account Terms is allocated between you and us depending (upon other factors) on the type of damages and the reason that the damages arose.**

As the owner of a consumer deposit account, you are subject to legal protections for losses arising from unauthorized and erroneous electronic Transactions made against your Account; however, limitations apply and you have the responsibility to review your Account Statements and promptly report unauthorized and erroneous electronic Transactions made against your Account. Please see Debit Card and Electronic Funds Transfer Information & Disclosure for details about your rights and responsibilities in regard to debit card Transactions, ATM Transactions, and Online Transfer Transactions.

**UNLESS WE HAVE ACTED IN BAD FAITH OR WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WE WILL NOT BE LIABLE TO YOU FOR PROVIDING YOUR ACCOUNTS, FOR PERFORMING (OR FAILURE TO PERFORM) ANY SERVICE IN CONNECTION WITH YOUR ACCOUNT, FOR PROCESSING ANY TRANSACTIONS TO OR FROM YOUR ACCOUNT, OR FOR ANY OTHER REASON ARISING FROM OR IN CONNECTION WITH YOUR ACCOUNT OR THESE ACCOUNT TERMS.** Without limiting the foregoing, we will not be liable for delays or mistakes that happen for reasons beyond our control, including without limitation acts of civil, military or banking authorities, national emergencies, epidemic, pandemic, insurrection, war, riots, acts of terrorism, failure of transportation, communication or water supply, or malfunction of or unavoidable difficulties with any equipment. If an arbitrator or a court finds that we are liable to you for what we did (or did not do, as the case may be) under or in connection with these Account Terms, you may recover from us only your actual damages in an amount not to exceed the total interest paid by us and the total amount of fees paid to us by you on your Account during the six-month period immediately preceding the event(s) giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable to the fullest extent permitted by applicable law and shall apply regardless of the number or nature of event(s) giving rise to our liability. The provisions of this section will survive the closing of your Account and the termination of these Account Terms.

You agree to indemnify and hold us, and our directors, officers, employees and agents (including our subsidiaries and affiliates) harmless from and against losses and damages arising from or in connection with your Accounts, Transactions to and from your Account or these Account Terms, except for losses and damages arising out of our own gross negligence or willful misconduct. You further agree to hold us, and our directors, officers, employees, and agents (including our subsidiaries and affiliates) harmless from losses and damages incurred or arising out of actions taken or omitted in good faith by us in reliance upon instructions from you or any Authorized Person of your Account. We are not responsible for any actions or omissions by any third party. If you or any Authorized Person of your Account gives us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This indemnification will survive closing of your Account and termination of these Account Terms.

## **HOW CAN AMERICAN EXPRESS ENFORCE OBLIGATIONS AND LIABILITIES AGAINST ME?**

**As described in further detail below, among other rights and remedies we may hold to enforce debits, obligations and liabilities that you owe to us, we have the right to exercise a security interest in any and all property that we hold on your behalf (including, but not limited to, all funds in your Account); and the right to exercise a right of set-off to use funds in your Account to pay obligations and liabilities you owe to us that arise outside your Account and a right to use property that we hold for you outside your Account to pay obligations and liabilities that arise in, or in connection with, your Account.**

## WHAT SECURITY INTEREST DO I GRANT AMERICAN EXPRESS IN CONNECTION WITH AMEX REWARDS CHECKING ACCOUNT?

**By submitting your American Express Rewards Checking Account Application and agreeing to these Account Terms, you grant us and each of our subsidiaries and affiliates a security interest in your Account and any other asset, deposit account or other property you have or maintain with us or any of our subsidiaries and affiliates, as security for any and all amounts you owe to us or any of our subsidiaries or affiliates, whether now or in the future.**

You agree that the security interest you grant in these Account Terms is consensual and is in addition to the right of set-off, as described below. We (including our subsidiaries and affiliates) may exercise rights under this security interest without recourse to other collateral, if any, even if such exercise causes you to lose interest or incur any other consequence. A failure to demand payment does not waive any rights under this security interest. If any funds in your Account are exempt from execution, levy, attachment, garnishment, seizure, set-off or other equitable process, you agree to waive such exemption to the extent permitted by applicable law. The security interest may not apply to your Account if the debt is created under the terms of a consumer credit card agreement, or if the granting or exercise of a security interest in your Account is prohibited by applicable law.

## WHAT RIGHT OF SET-OFF DOES AMERICAN EXPRESS HOLD AGAINST MY PROPERTY?

**By submitting your American Express Rewards Checking Account Application and agreeing to these Account Terms, you grant us and each of our subsidiaries and affiliates the right to set-off any obligation or liability that you owe to us with any** If you owe us or any of our subsidiaries or affiliates money and that money is due, you agree to grant us the right, on our own behalf and on behalf of our subsidiaries and affiliates, to the maximum extent permitted by applicable law, to withhold or withdraw (set-off) from your Account or any other asset, deposit account, or other property you have or maintain with us or any of our subsidiaries and affiliates or any obligation or liability that we or our subsidiaries or affiliates, any amounts you owe to us or any of our subsidiaries and affiliates for use of another account that you have with us or any of our subsidiaries and affiliates, including without limitation any charge, credit or other payment account to the extent permitted by law. We may exercise our right of set-off without recourse to other collateral, if any, even if our action causes you to lose interest or incur any other consequence. If we exercise our right of set-off, we will notify you to the extent required by applicable law. Our failure to demand payment does not waive any of our rights hereunder. If any funds in your Account are exempt from execution, levy, attachment, garnishment, seizure, set-off or other equitable process, you agree to waive such exemption to the extent permitted by applicable law. Our right of set-off may not apply to your Account if the debt is created under the terms of a consumer credit card agreement, or the right of set-off is prohibited by applicable law.

## ARBITRATION AND DISPUTE RESOLUTION

**THIS SECTION INCLUDES AN ARITRATION PROVISION, WHICH PROVIDES THE RIGHT FOR EITHER PARTY TO CHOOSE TO RESOLVE DISPUTES REGARDING YOUR ACCOUNT USING ARBITRATION INSTEAD OF LITIGATION OR OTHER FORUMS FOR DISPUTE RESOLUTION. AS SUCH, EXCEPT AS SET FORTH BELOW OR PROHIBITED BY LAW, YOU WAIVE YOUR RIGHT TO BRING ANY AND ALL CLAIMS ARISING UNDER THESE ACCOUNT TERMS OR OTHERWISE CONCERNING YOUR ACCOUNT BEFORE A JUDGE OR JURY. IF AMERICAN EXPRESS CHOOSES TO USE ARBITRATION TO RESOLVE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO OTHER FORUMS FOR RESOLUTION OF THE CLAIM. THESE ARBITRATION AND DISPUTE RESOLUTION PROVISIONS OF THESE ACCOUNT TERMS INVOLVE INTERSTATE COMMERCE AND ARE GOVERNED BY THE FEDERAL ARBITRATION ACT 9 U.S.C. §1-16.**

### WHICH CLAIMS ARE SUBJECT TO THESE ARBITRATION AND DISPUTE RESOLUTION PROVISIONS?

**Except as prohibited by law, a “Claim” subject to these Arbitration and Disputes Resolution Provisions means any current or future claim, dispute or controversy relating to your Account or any Transaction made to or from your Account, these Account Terms, and any other related or prior agreement that you may have had with us governing your Account, or the relationships resulting from any of such agreements, except for the validity, enforceability, or scope of these Arbitration and Dispute Resolution Provisions.**

“Claim” includes, but is not limited, to (i) initial claims, counterclaims, cross-claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using or providing any product, service or benefit in connection with your Account; and (iv) claims that arise from or relates to: (a) any Account created under these Account Terms or any of the agreements and Transaction to or from your Account, or any balance in your Account, (b) advertisements, promotions or statements related to your Account or the Amex Rewards Checking accounts and related services generally, and (c) your Amex Rewards Checking Account Application.

### HOW WILL CLAIMS REGARDING MY AMEX REWARDS CHECKING ACCOUNT BE RESOLVED?

**Claims may be resolved through arbitration, mediation, litigation, or in the case of electronic funds transfers and substitute checks, through special dispute resolution procedures required by law.**

Most matters of concern regarding your Account can be resolved by contacting us. Certain matters require the use of special dispute resolution procedures directed by federal law, including matters concerning: (i) unauthorized and erroneous electronic funds transfers (including Debit Card Transactions, ATM Transactions, and Online Transfer Transactions) to or from your Account; and (ii) losses due to an erroneous substitute checks for payment

to or from your Account. Details regarding these special dispute resolution procedures are set forth in Debit Card and Electronic Funds Transfer Information & Disclosures for electronic funds transfers and "How are substitute checks used to process Transactions and what are my rights regarding substitute checks?" for substitute checks.

If your concern is not resolved by speaking with us and is not subject to a special dispute resolution procedure, you or we may initiate a Claim by sending a Claim Notice to the other party as described below. Either party may choose to bring a Claim to (i) non-binding mediation to seek a mutually agreeable resolution to the Claim; and/or (ii) arbitration to have the resolution of the Claim decided by one or more neutral arbitrators. If neither party chooses arbitration to resolve a Claim, litigation may be used to resolve the Claim. Except as prohibited by law, if either party chooses to use arbitration to resolve a Claim, the other party may not bring the Claim to another forum for resolution.

These Arbitration and Dispute Resolution provisions will survive termination of your Account, any legal proceeding to collect a debt, and any bankruptcy. If any portion of these Arbitration and Dispute Resolution provisions, except as otherwise provided in the Limitations on Arbitration provision below, is deemed invalid or unenforceable, it will not invalidate the remaining portions of these Arbitration and Dispute Resolution provisions.

## HOW DO I INITIATE A CLAIM?

**A Claim may be initiated by either party by sending a Claim Notice to the other party.**

Before beginning a lawsuit, mediation, or arbitration, you and we agree to send a written notice (a "Claim Notice") to each party against whom a Claim is asserted in order to provide an opportunity to resolve the Claim informally or through mediation.

## HOW TO SEND A CLAIM

Claim Notices to us must include your name, address and Account number and be sent to:

**American Express ADR  
c/o CT Corporation System  
111 8th Ave.  
New York, NY 10011**

Notice to you may be provided by your Account Statement, sent to the mailing address we have on file for you or sent to you electronically if you have consented to electronic delivery of Account Communications.

The Claim Notice must describe the Claim and state the specific relief demanded. Sample claim notices may be found on [americanexpress.com/claim](https://americanexpress.com/claim).

If the Claim proceeds to arbitration, the amount of any relief demanded in the Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

## WHAT IS MEDIATION AND HOW CAN IT BE USED TO RESOLVE A CLAIM?

**Mediation is a non-binding process in which a neutral mediator helps parties discuss and resolve a Claim. You or we may choose to submit a Claim to mediation.**

A mediator does not decide how to resolve a Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association (AAA) (1-800-778-7879, [adr.org](http://adr.org)) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

## WHAT IS ARBITRATION AND HOW CAN IT BE USED TO RESOLVE A CLAIM?

**Arbitration is a binding dispute resolution process in a neutral arbitrator (rather than a judge or jury) decides how to resolve a Claim. You or we may elect to resolve any Claim by individual arbitration.**

If either you or we choose arbitration to resolve a Claim, neither party will have the right to litigate that Claim in court or have a jury trial on that Claim. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Note that other rights that you or we would have in court also may not be available in arbitration.

Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or the American Arbitration Association, as selected by the party electing arbitration. Please note that the particular forms and delivery methods by which each arbitration group accepts Claim Notice is in their discretion and may change from time to time. For more information about filing a Claims Notice with JAMS or AAA, please use the contact information below:

### **JAMS**

JAMS Resolution Center  
1415 L Street, Suite 700  
Sacramento, CA 95814  
[jamsadr.com](http://jamsadr.com)  
(800) 352-5276

**American Arbitration Association (“AAA”)**  
American Arbitration Association (“AAA”)  
120 Broadway  
New York, NY 10271  
[adr.org](http://adr.org)  
(800)778-7879

Claims will be resolved pursuant to these Account Terms and the selected organization’s rules in effect when the claim is filed, except where those rules conflict with these Account Terms. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under these Account Terms, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

**Limitations on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other accountholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision in these Account Terms and without waiving the right to appeal such decision, if any portion of these limitations on arbitration is deemed invalid or unenforceable, then the entire arbitration provision (other than this sentence) will not apply.

### WHAT LAWS AND PROCEDURES WILL BE USED TO RESOLVE A CLAIM THROUGH ARBITRATION?

**Resolution of Claims by Arbitration shall be governed by the Federal Arbitration Act, the rules of the applicable arbitration organization, and these Account Terms.**

The arbitrator will apply applicable substantive law, statutes of limitations, and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. The arbitrator’s award will be final and binding, except for any right of appeal provided by the Federal Arbitration Act; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The arbitration organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the initial award objected to. Judgment upon any award may be entered into in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

## WILL I BE RESPONSIBLE FOR PAYING FOR THE COST OF ARBITRATION?

**You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees) but only up to the amount of the filing fees you would have incurred if you had brought a Claim in court.**

We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

**Additional Arbitration Awards.** If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

## PRIVACY NOTICE

### FACTS: WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and account history
- insurance claim history and credit history

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

#### ***Reasons we can share personal information:***

**For our everyday business purposes** – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

**Does American Express share?** Yes

**Can you limit this sharing?** No

**For our marketing purposes** – to offer our products and services to you

**Does American Express share?** Yes

**Can you limit this sharing?** No (but please see the "To limit direct marketing" box below for information about additional privacy choices)

**For joint marketing with other financial companies**

**Does American Express share?** Yes

**Can you limit this sharing?** No

**For our affiliates' everyday business purposes** – information about your transactions and experiences

**Does American Express share?** Yes

**Can you limit this sharing?** No

**For our affiliates' everyday business purposes** – information about your creditworthiness

**Does American Express share?** Yes

**Can you limit this sharing?** Yes

**For our affiliates to market to you**

**Does American Express share?** Yes

**Can you limit this sharing?** Yes

**For nonaffiliates to market to you**

**Does American Express share?** No (although we may share aggregated or de-identified data)

**Can you limit this sharing?** We don't share personal information

**To limit our sharing**

Visit us online: [americanexpress.com/communications](https://americanexpress.com/communications) or call 1-855-297-7748 - our menu will prompt you through your choice(s).

**Please note:** If you are a new customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your personal information as described in this notice. However, you can contact us at any time to limit our sharing.

**To limit direct marketing**

We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:

Visit us online: [americanexpress.com/communications](https://americanexpress.com/communications) or call 1-855-297-7748 (except for choices about e-mail communications)

**Questions?** Call 1-800-528-4800 or go to [americanexpress.com/contact](https://americanexpress.com/contact)

**Who we are**

**Who is providing this Notice?** American Express National Bank

## **What we do**

**How does American Express protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does American Express collect my personal information?** We collect your personal information, for example, when you

- open an account or use banking services
- give us your income information or give us your contact information
- use your debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing of personal information?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?** Your choices will apply to everyone on your account.

## **Definitions**

**Affiliates:** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies. Affiliates may also include other companies related by common ownership or control, such as AMEX Assurance Company, a provider of American Express Card-related insurance services.

**Nonaffiliates:** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.

**Joint marketing:** A formal agreement between nonaffiliated companies that together market financial products or services to you.

- Our joint marketing partners include financial companies.

**Other important information**

We may transfer personal information to other countries, for example, for customer service or to process transactions.

**AMEX Assurance Company customers.** You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.

**California:** If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.

**Nevada:** We are providing this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by following the directions in the "To limit direct marketing" box. For more information contact us at 1-855-297-7748 or by writing to us at American Express National Bank P.O. Box 30384, Salt Lake City, UT 84130-0384]. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 1-702-486-3132; AgInfo@ag.nv.gov.

**Vermont:** If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.

# FUNDS AVAILABILITY SCHEDULE

## WHEN CAN I WITHDRAW FUNDS DEPOSITED INTO MY ACCOUNT?

**This Funds Availability Schedule describes when you will be able to use funds deposited into your Account, which may vary depending on the type of Transaction used to deposit funds into your Account and the characteristics of the Transaction.**

Our policy is to delay the availability of funds from your deposits into your Account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or to make Transactions from your Account. The length of the delay varies depending on the type of deposit, as explained below. In some cases, we may be able to provide availability for your deposited funds limits earlier than set forth below. However, there are important exceptions to these timelines, including delays imposed when check deposits into your Account exceed \$5,525 in a single day and delays imposed when doubts arise regarding the collectability of certain checks.

### **Checks with Next Day Availability**

The following Items deposited into your Account will be made available the next Business Day after we receive them for deposit.

- U.S. Treasury checks that are payable to you.
- Checks from an American Express National Bank account (also known as “on us”) checks.

### **Checks with Two Day Availability**

Other than checks with next day availability listed above, up to \$225 of checks deposited into your Account will be made available on the next Business Day after we receive them for deposit. The remainder of such checks will be made available two Business Days after we receive them for deposit.

### **Online Transfer Transactions received from other financial institutions**

Online Transfer Transactions sent to us from other financial institutions, such as direct deposits, will be made available the next Business Day after they are received.

### **Online Transfer Transactions requesting funds be pulled from an account at another financial institutions**

Online Transfer Transactions that you submit to us that request that we pull funds from an account at another financial institutions will be available on the fifth Business Day after the Online Transfer Transaction is submitted for processing. Expedited timing for certain Online Transfer Transactions that you initiate from your Account may be available on Business Days, based on the time that the transaction is submitted for processing. We will not charge a fee for expediting your Online Transfer Transaction.

### **Incoming Wire Transfers**

If we receive a completed Incoming Wire Transfer of funds (in U.S. dollars) that includes proper identification of your Account by 6:30pm ET on a Business Day, we will consider that to be the Business Day of your deposit. Funds from Incoming Wire Transfers received by 6:30pm ET will generally be available for withdrawal on that Business Day. Funds from Incoming Wire Transfers received after 6:30pm ET will generally be available for withdrawal on the next Business Day.

### **Internal Transfers**

Funds transferred by an Internal Transfer Transaction will be available in the account receiving the funds immediately. Funds deposited after 9:45pm ET on a Business Day may not be available to cover Transactions that are already processing in your Account on that Business Day.

## **WHEN DOES AMERICAN EXPRESS CONSIDER A DEPOSIT TO BE RECEIVED?**

**A Transaction depositing funds into your Account that is received prior to the applicable cut-off time on a Business Day that we are open will be considered received on that Business Day. All other Transactions depositing funds into your Account will be considered received on the next Business Day that we are open.**

The day and time that a deposit is considered to have been received will determine when the deposit will be made available to you. The length of the time that it will take until a deposit is available is counted in Business Days from the day that we receive the deposit. Every day is a Business Day except Saturdays, Sundays, and federal holidays.

If you make a physical check deposit by mail and that check is received and opened for processing before 4:30 PM ET on a Business Day that we are open, we will consider the deposit to be received on that day. If a physical check is received and opened for processing after 4:30 PM ET or on a Business Day that we are open or on a day that we are not open, we will consider that deposit to be received on the next Business Day we are open.

If you make a Mobile Check Deposit before 5:00 PM ET a Business Day that we are open, we will consider the deposit to be received on that day. If you make a Mobile Check Deposit after 5:00 PM ET on a Business Day we are open or on a day we are not open, we will consider the deposit to be received on the next Business Day we are open.

Online Transfer Transactions that are received by us before 11:59 PM ET on a Business Day that we are open will generally be submitted for processing the next Business Day. Expedited timing for certain Online Transfer Transactions that you initiate from your Account may be available on Business Days, based on the time that the transaction is submitted for processing. We will not charge a fee for expediting your Online Transfer Transaction. Online Transfer Transactions that are received by us after 11:59 PM ET on a Business Day that we are open or on a day that we are not open for business will generally be submitted for processing on the second Business Day following the day it was submitted.

Funds transferred in connection with Internal Transfer Transactions are received in real-time and are available immediately. While funds from Internal Transfer Transactions are immediately available, funds deposited after 9:45Pm ET on a Business Day may not be available to cover Transactions that already processing in your Account on that Business Day.

Incoming Wire Transfers received by us by 6:30pm ET on a Business Day, will be considered deposited on that Business Day. Incoming Wire Transfers received by us after 6:30pm ET will be considered deposited on the following Business Day. We may verify all Incoming Wire Transfers prior to acceptance and processing and may choose to accept and/or process or refuse to accept and/or process Incoming Wire Transfers in our sole discretion.

### WHAT FUNDS AVAILABILITY SCHEDULE APPLIES TO CHECK DEPOSITS EXCEEDING \$5,525 IN AGGREGATE ON A SINGLE DAY?

**We will delay the availability of funds for check deposits into your Account that exceed \$5,525 in aggregate on a single day as set forth below.**

If you submit checks for deposit into your Account totaling more than \$5,525 in a single day, the first \$5,525 deposited will be available to you according to our general policy set forth above.

Amounts deposited into your Account exceeding \$5,525 in aggregate on a single day from checks drawn on accounts at American Express will be available on the second Business Day after the Business Day they are received for deposit.

Amounts deposited into your Account exceeding \$5,525 in aggregate on a single day from all other checks will be available no later than the seventh Business Day after the Business Day they are received for deposit.

### WHAT OTHER EXCEPTIONS TO FUNDS AVAILABILITY MAY APPLY TO DEPOSITS INTO MY ACCOUNT?

**We will notify you if the availability of funds you deposit into your Account is delayed beyond the periods set forth on this Funds Availability Schedule, including any delays caused by the following reasons.**

Availability of funds you deposit into your Account may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will be available no later than the seventh Business Day after the Business Day they are received for your deposit.

## FEE SCHEDULE & TRUTH IN SAVINGS DISCLOSURE

**This Schedule provides information regarding the interest earned by funds in an Amex Rewards Checking Account, fees and charges that may be incurred in an Amex Rewards Checking Account.**

### AMEX REWARDS CHECKING ACCOUNT INTEREST

**Annual Percentage Yield (APY): 1.00%**  
**Interest Rate: 1.00%**

The interest rate on Amex Rewards Checking accounts is 1.00% with an annual percentage yield (APY) of 1.00%. At our discretion, we may change the interest rate and APY of your Account at any time. There is no minimum or maximum limit to the rate to which Interest and APY may be set. Interest will be compounded on a daily basis and credited on a monthly basis. If the Account is closed before monthly interest is credited, interest accrued during the calendar month in which the Account is closed will be credited or paid to you through the day prior to your Account closure. We use the daily balance method to calculate interest on Amex Rewards Checking accounts. This method applies a daily periodic rate to the Current Balance in your Account each day. Interest begins to accrue on the Business Day you deposit noncash Items (for example, checks).

There is no minimum deposit required to open or maintain an Amex Rewards Checking account or to earn the stated APY on the funds in your Account. However, you must fund your Account within 60 days of account opening or your Account will be closed. Inactive and/or unfunded accounts may be subject to closure.

Amex Rewards Checking accounts are subject to a maximum deposit limit of \$5,000,000.

### AMEX REWARDS CHECKING ACCOUNT FEES AND CHARGES

#### DEBIT CARD TRANSACTIONS AND AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS (Does American Express charge a fee?)

**ATM TRANSACTIONS - U.S. Dollars:** No Amex Fee

**ATM TRANSACTIONS - Currencies other than U.S. Dollars:** 2.7% of Transaction

**DEBIT CARD TRANSACTIONS - U.S. Dollars:** No Amex Fee

**DEBIT CARD TRANSACTIONS - Currencies other than U.S. Dollars:** 2.7% of Transaction

**REPLACEMENT DEBIT CARDS:** No Amex Fee

**Foreign Currency Transactions** - Debit Card Transactions and ATM Transactions that are paid in a currency other than U.S. Dollars are subject to a foreign currency conversion fee by American Express. The amount of this fee is calculated by multiplying the stated fee percentage and the Transaction amount in U.S. Dollars after conversion from the relevant foreign currency and is debited from your Account as a separate transaction. The foreign currency conversion fee is independent of any other impact to the cost of a foreign currency Transaction that may arise due to the currency conversion, including any currency conversion that results in a higher cost for the Transaction than if the Transaction had been made in U.S. Dollars.

**Third Party ATM Fees and Charges** - American Express does not charge fees for ATM Transactions for Amex Rewards Checking accounts in U.S. Dollars. Third party fees may be imposed for ATM Transactions and other ATM services by the owner or network provider of any ATM, other than ATMs on the MoneyPass® network, including fees for balance inquiries without a withdrawal.

**ONLINE TRANSACTIONS (Does American Express charge a fee?)**

**ONLINE TRANSFER TRANSACTIONS - ACH Transactions that pay funds from your Account:** No

**ONLINE DEPOSIT TRANSACTIONS - ACH Transactions that deposit funds into your Account:** No

**Third-Party Online Transactions Charges and Fees** - Certain Online Transfer Transactions, such as unauthorized ACH Transactions submitted by an owner of an Amex Rewards Checking account, may subject American Express to third-party fees and penalties that we may pass on to the account owner.

**INTERNAL TRANSFER TRANSACTIONS (Does American Express charge a fee?)**

**Internal transfers from your American Express Rewards Checking account to, or from, your Amex Savings Account:** No

**INCOMING WIRE TRANSFER TRANSACTIONS (Does American Express charge a fee?)**

Incoming Wire Transfers deposited into the Account: No

**CHECKS & MOBILE CHECK DEPOSIT (Does American Express charge a fee?)**

**CHECKBOOK AND CHECK SUPPLIES (Optional):** Cost varies based on items ordered

**CASHIER'S CHECKS:** No

**CHECK DEPOSIT AND MOBILE CHECK DEPOSIT:** No

**Paper Check Printing** - One or more third-party vendors provide checkbooks and check supplies and determine pricing. American Express shares revenue from the sale of checkbooks and check supplies purchased for Amex Rewards Checking accounts.

**ACCOUNT SERVICES (Does American Express charge a fee?)**

**PERIODIC ACCOUNT MAINTENANCE FEE:** No

**MINIMUM BALANCE FEE:** No

**ACCOUNT OPENING & ACCOUNT CLOSURE:** No

**DUPLICATE COPIES OF ACCOUNT DOCUMENTS:** No

**No Minimum Balance** - We do not charge a minimum balance fee. However, you must fund your Account within 60 days of account opening or the account will be closed. Inactive and/or unfunded accounts may be subject to closure.

**OVERDRAFTS & UNPAID ITEMS (Does American Express charge a fee?)**

**OVERDRAFT FEES / OVERDRAFT INTEREST - Fees or interest charged when we pay an item that results in a Negative Balance in your Account:** No

**UNPAID ITEM FEE / DECLINED ITEM FEE - Checks and payments that we return to other banks unpaid:** No

**RETURNED CHECKS AND NSF TRANSACTION FEES - Checks and payments returned from other banks unpaid:** No

**Overdraft Services** - We do not offer overdraft services for Amex Rewards Checking accounts. If for any reason a Negative Balance appears in your Account (for example, if funds that are made available for a check deposited in your Account are withdrawn before the check is returned unpaid), you are expected to pay back the amount of the Negative Balance immediately. We do not charge fees or interest on Negative Balances or on Items that we return unpaid or which are returned to us unpaid; however, third parties, including third party financial institutions, may impose fees and other charges and penalties based on Items that are rejected or return unpaid.

**AMEX REWARDS CHECKING ACCOUNT WELCOME BONUS**

From time to time, some Amex Rewards Checking accounts will be eligible to receive a welcome bonus of either a cash deposit or Membership Rewards points that may be converted into a cash deposit. If your Account is eligible for a welcome bonus you will be

provided with a description of the applicable welcome bonus and Welcome Bonus Terms, which include the eligibility criteria to receive a welcome bonus.

For inquiries whether your Account is eligible for a Welcome Bonus, please contact us as set forth on the front page of these Account Terms.

## DEBIT CARD AND ELECTRONIC FUNDS TRANSFER INFORMATION & DISCLOSURES

**Note:** These provisions do not apply to wire transfers.

### **HOW TO CONTACT AMERICAN EXPRESS IN REGARD TO ELECTRONIC TRANSACTIONS AND DEPOSITS IN YOUR AMEX REWARDS CHECKING ACCOUNT**

**TELEPHONE United States Toll-Free:** 1-877-221-AMEX (2639) 24 hours a day, 7 days a week

**TELEPHONE International Collect Call:** 801-945-AMEX (2639) 24 hours a day, 7 days a week

**ONLINE:** [americanexpress.com](http://americanexpress.com)

**U.S. MAIL:** Card Member Correspondence

Attn: Fraud

PO Box 31492

Salt Lake City, UT 84131

### **WHAT ARE MY RIGHTS AND RESPONSIBILITIES IN REGARD TO UNAUTHORIZED ELECTRONIC TRANSACTIONS?**

Tell us AT ONCE if you believe you debit card, your debit card number, or your login credentials (username and password) have been lost or stolen, or if you believe that an electronic Transaction (such as a Debit Card Transaction, ATM Transaction or Online Transfer Transaction) has been made without your permission. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your Account.

If your Account Statement shows an electronic Transaction you did not make, including those made by debit card, debit card number, or other means, tell us at once. If you do not tell us within 60 days after the Account Statement was sent to you or was otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the unauthorized Transaction if you had told us within the 60-day period.

However, in the case where a security device is involved, if you notify us within two Business Days after learning of the loss or theft of the security device, you could lose up to \$50 if someone used that security device without your permission. If you do not tell us within two Business Days after you learn of the loss or theft of the security device and we can prove that we could have stopped the unauthorized Transactions if you had told us, you could lose up to \$500.

If a good reason (such as a long trip or a hospital stay) kept you from notifying us of unauthorized Transactions, we may extend these time periods.

### WHAT ARE MY RIGHTS AND RESPONSIBILITIES IN REGARD TO ERRONEOUS ELECTRONIC TRANSACTIONS?

In case of errors or questions about your electronic Transactions, contact us as soon as you can as set forth above if you think your Account Statement or receipt is wrong or if you need more information about a transfer or Transaction listed on the Account Statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.

When you contact us: (1) tell us your name and Account number; (2) describe the error or the Transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (3) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

Once we are provided timely notice and the appropriate information, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### HOW MAY I REQUEST A STOP PAYMENT ORDER FOR A PREAUTHORIZED ELECTRONIC TRANSACTION?

If you have told us in advance to make regular Transactions out of your account, you can stop any of these Transactions by contacting us as set forth above in time for us to receive your request 3 Business Days or more before the Transactions is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these Transactions 3 Business Days or

more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular Transactions vary in amount, the person that you have authorized to make the Transactions should tell you the amount of each Transaction and when it will be made at least 10 days before the Transaction is completed.”

## WHAT TYPES OF ELECTRONIC TRANSACTION ARE AVAILABLE FOR AMEX REWARDS CHECKING ACCOUNTS?

You may use your debit card and/debit card number to make ATM Transactions to withdraw cash from your Account and to make Debit Card Transactions to pay for purchases from your Account online and in person at participating merchants.

You may access your Account through American Express Online or through the Amex App to initiate Online Transfer Transactions to and from external accounts linked to your Account.

You may authorize a merchant or other payee to make one-time electronic Transactions or recurring electronic Transactions from your Account using your routing number and Account number or the information from your check in order to pay for purchases or pay bills.

## WHAT DOCUMENTATION WILL I RECEIVE IN REGARD TO ELECTRONIC TRANSACTIONS?

You can get a receipt at the time you make a Debit Card Transaction or ATM Transaction.

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 1-877-221-AMEX (2639) to find out whether or not the deposit has been made.

You will get a monthly Account Statement containing information regarding the balance in your Account and the Transactions made to and from your Account.

## WHAT TRANSACTION LIMITS APPLY TO ELECTRONIC TRANSACTIONS AND DEPOSITS?

The transaction limits set forth below apply to electronic Transactions to and from your Account. Debit Card Transactions and ATM Transactions made in currencies other than U.S. Dollars are subject to the U.S. Dollar denominated transaction limits set forth below, based on the anticipated post-conversion value of such Transactions.

### TYPE OF ELECTRONIC TRANSACTION & TRANSACTION LIMIT

**DEBIT CARD TRANSACTIONS:** \$5,000 per day

**ATM CASH WITHDRAWALS:** \$1,000 per day

**MOBILE CHECK DEPOSITS<sup>1</sup>: \$5,000 per day; \$15,000 for Transactions made within any rolling 30-day period**

**OUTGOING ACH TRANSACTIONS initiated at American Express: \$25,000 per transaction; \$25,000 per day; \$50,000 for Transactions made within any rolling 5-day period**

**INCOMING ACH TRANSACTIONS initiated at American Express: \$25,000 per transaction; \$25,000 per day; \$50,000 for Transactions made within any rolling 5-day period**

**EXTERNAL ACH TRANSACTIONS (Deposits or Withdrawals) initiated by a payee/payor: No Limit**

**OUTGOING INTERNAL TRANSFER TRANSACTIONS: \$25,000 per Transaction; \$25,000 per day; \$50,000 for Transactions made within any rolling 5-day period**

**INCOMING INTERNAL TRANSFER TRANSACTIONS: \$25,000 per Transaction; \$25,000 per day; \$50,000 for Transactions made within any rolling 5-day period**

*1-The above limits include all Mobile Check Deposit Transactions received, including rejected deposits.*

## WHAT TRANSACTION FEES APPLY TO ELECTRONIC TRANSACTIONS AND DEPOSITS?

Information about fees applicable to electronic transactions and deposits are set forth in [Fee Schedule and Truth in Savings Disclosure](#).

## WHAT IS AMERICAN EXPRESS'S FINANCIAL LIABILITY IN REGARD TO ELECTRONIC TRANSACTIONS?

If we do not complete a transaction to or from your Account on time or in the correct amount according to these Account Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if: (i) through no fault of ours, you do not have enough money in your Account to make the transaction; (ii) if the ATM where you are making the Transaction does not have enough cash; (iii) if the terminal or system was not working properly and you knew about the breakdown when you started the Transaction; (iv) if circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken; (v) if other exceptions stated in these Account Terms apply.

## WHEN WILL AMERICAN EXPRESS DISCLOSE CONFIDENTIAL INFORMATION TO PROCESS AN ELECTRONIC TRANSACTION?

We will disclose information to third parties about your Account or the Transactions you make where it is necessary to complete the Transaction, in connection with investigation in regard to a Transaction, to comply with government agency, arbitration or court orders, with your written permission, and as permitted by these Account Terms and the [Privacy Policy](#).