

# Your Consent Statement to Electronic Delivery ("Consent Statement"): American Express Savings

Effective Date: November 1, 2024

#### **Items Covered By This Consent Statement**

You may have the right to receive certain legal disclosures, notices, communications, and other items in writing in paper form by mail or hand delivery. We may instead provide these (together, "Covered Items") to you electronically if you give us your Consent to do so and satisfy the System Requirements below. Covered Items include, at minimum, the following items and any notices of modifications to these items:

- Documents we deliver when you apply for, or open, a new Deposit account, such as the Deposit Account Agreement and disclosures governing your account and related services; and
- Disclosures and information with respect to your Deposit account (including any suspension or termination of the account) and related services, including, without limitation, any and all disclosures and information that American Express is legally required to provide to you, such as your account statements and any legal notices we provide through your account statements ("Paperless Statements") as well as items such as tax documents (including, without limitation, IRS Forms 1099, 5498, and Required Minimum Distribution statements) (together, "Paperless Statements and Disclosures"); and
- Other legally required notices and communications such as change in terms notices, notices concerning your privacy, Truth in Savings Disclosure, Funds Availability Disclosure, and any notices of modifications to any of the above (together, "Account Communications")

# Consent

By agreeing to this Consent Statement, you consent and agree to receive Covered Items electronically and you certify you:

- 1. meet our System Requirements,
- 2. can access the Test PDF document linked below, and
- 3. will provide and maintain a valid Designated Email Address (collectively, your "Consent").

You understand that by giving us your Consent, you may no longer receive such Covered Items in paper form, and you accept any consequence of not reviewing the Covered Items in a timely manner. Your Consent will remain in effect until you withdraw your Consent in accordance with this Consent Statement. Once you have provided or withdrawn Consent, it may take one to three account statement periods for your enrollment or withdrawal to take effect for all Covered Items. We may continue to provide Covered Items to you electronically after you close your Deposit account. Closing your Deposit account does not constitute a withdrawal of Consent.

#### Withdrawal of Consent

You may withdraw your Consent to receive Covered Items at any time through your online account or by contacting us by phone at 1-800-446-6307 or in writing at American Express National Bank, PO Box 30384, Salt Lake City, UT 84130-0384. If you have more than one Savings account, a Withdrawal of Consent will be effective for all of your Savings accounts. Withdrawing your Consent will not affect the enforceability of any Covered Items

already provided or your obligations with respect to your Deposit account. A Withdrawal of Consent does not apply to Covered Items (including IRS Forms 1099 and other tax documents) delivered to you before the date on which the Withdrawal of Consent takes effect. Withdrawing your Consent may, however, affect aspects of your account related to your Consent and even the availability of the account or the ability to complete an application online. We will notify you (either electronically or on paper) when we have confirmed the withdrawal of your consent to receive Covered Items electronically, and the date in which such withdrawal takes effect. We will tell you about any additional effect on your account, not otherwise outlined in this Consent Statement, during the withdrawal process.

# **Modification of Consent Terms**

We reserve the right to modify these terms and conditions at our discretion. We will provide you with notice of such modification(s) electronically in a manner consistent with Methods of Providing Covered Items below. If you do not agree to the Consent Statement as modified, you must notify us of your Withdrawal of Consent before its effective date. We will tell you the effective date in the notification, and change the effective date at the top of the new Consent Statement. Failure to withdraw your Consent, or take any other required action as stated in the notification before the effective date will confirm your continued agreement to the Consent Statement as modified. Modifications to these terms will only affect our respective rights and obligations from the effective date of the modification(s) and thereafter, and/or until a subsequent version of this Consent Statement takes effect or you withdraw your Consent in accordance with this Consent Statement.

#### **Methods of Providing Covered Items**

It is your responsibility to review Covered Items promptly, so you can take appropriate action. We may provide the Covered Items electronically by any one or more of the following means: (1) your Designated Email Address; (2) your online account (whether accessed through americanexpress.com, our mobile application(s) or third-party websites/services you have designated) or our other website(s); or (3) other electronic notification methods (for example, push notifications, text messages). For example, we provide Paperless Statements through your online account, and we may, at our discretion, send courtesy notifications to your Designated Email Address to remind you.

Tax documents will be available through your online account for two full calendar years after the year that they are furnished. For example, a Form 1099 furnished in January 2021 will be available through your online account until January 2024. However, upon closure of your Deposit account, your access to Covered Items through your online account may terminate. After such closure, please refer to "Access to Paper Copies" section below. Please note that some Covered Items, like your Form 1099 or other tax documents may be required to be printed and attached to a federal, state, or local income tax return.

# **Designated E-mail Address**

You certify any email address you provide is a valid email address for the purposes described in this Consent Statement (a "Designated Email Address"). You agree to maintain each Designated Email Address until you provide us with a new one by contacting customer service or through your online account (upon feature availability). If you allow someone else to access your Designated Email Address, you accept the risk that they may see your sensitive information.

# **Access to Paper Copies**

You can request paper copies of Covered Items by contacting customer service and, when available, you can access a printable version of these Covered Items through your online account. We retain copies of these Covered Items for the time periods required by law and will provide you with copies of these upon request within those time

periods. We do not necessarily retain copies for longer than is required by law. Save or print copies of Covered Items to ensure you have them when needed. We may charge fees for paper copies of Covered Items. Your request for a paper copy of a Covered Item is not a Withdrawal of Consent to receive Covered Items electronically.

# Our Right to Send Paper

We reserve the right to provide Covered Items in paper form at all times at our discretion even if you have given us Consent to provide them electronically. Covered Items, such as account statements, when sent in paper form, may include sensitive account information, such as name, address, full account number and other account-related information.

# **System Requirements**

To access and retain the Covered Items, you must have a working email address and a computing or communications device with:

- working internet access,
- a web browser that supports 128-bit encryption (such as Chrome®, Microsoft Edge, Safari®) and that we support,
- 16 MB of available memory (32 MB of RAM recommended) and
- a program that can view, save and print PDF files (such as Adobe® Reader®)

(collectively, "System Requirements").

To demonstrate you can access Covered Items in a PDF format, please click <a href="here">here</a> ("Test PDF" document). If you are unable to view the Test PDF document, you need to install the necessary Adobe® Reader® software. You can download Adobe® Reader® by clicking <a href="here">here</a> (clicking will open another browser window and take you to Adobe's website).