

SpendSmart® Data Connection Terms and Conditions

Last Modified: April 17, 2025

1. Your Consent.

By selecting 'Agree and Link Account,' you authorize and direct American Express to access (on an ongoing basis as described below), collect, use, and share your information from one or more external account providers in connection with SpendSmart® and as further described in these terms and at the [American Express Privacy Center](#). Note that American Express will only share with American Express affiliates or otherwise at your direction.

You consent to American Express's use of Plaid to provide the account linking service and to access your information. You understand that you, your external account credentials, and your information may separately be subject to Plaid's terms of use and privacy notice in addition to these terms.

2. American Express' Use of Your External Account Information.

Subject to applicable law, you grant to American Express a worldwide, non-exclusive license to use your external account information as described in the [SpendSmart® Terms and Conditions](#) and [American Express Privacy Center](#).

In addition, you agree American Express may use your information to:

- Enhance the functionality of the SpendSmart® tool and related product(s) and/or service(s),
- Support other product(s) and service(s) as you may engage American Express to provide to you from time to time,
- Personalize your customer experience with American Express, including to provide up-to-date product and Card Member offer recommendations to you,
- Evaluate you when you apply for new products or to review your accounts, and
- Derive insights about your use of other banking and financial products.

American Express may aggregate and/or deidentify your information and use it as described above. To learn more, please visit the [American Express Privacy Center](#).

3. Ownership of Information and/or Accuracy.

You represent you own and otherwise have sufficient authority and permission to share your external account information with American Express without any restrictions or obligations. You understand you, not American Express, are responsible for the accuracy of your external financial account information you provide to us and for making any necessary updates prior to its access and use by American Express.

When linking external financial accounts to SpendSmart® via Plaid or any other service provider engaged by American Express, you agree to provide true, accurate, current, and complete information about yourself and your accounts, and you agree to not misrepresent your identity or authority to provide access to external account information.

If you have questions about or wish to amend any external account information shown in the SpendSmart® tool, you must contact your applicable external financial institution(s).

4. Access to Your External Account Information and Revocation.

You agree to provide American Express with ongoing access via Plaid to your linked external financial accounts unless you hide an account from SpendSmart® or revoke access via Plaid's website as described below. You further understand and agree to provide American Express with access to the data from your linked external financial accounts for the prior twelve (12) months from the date of linking.

If you choose to hide an external account, or access to it otherwise expires, you understand the SpendSmart® tool will no longer be able to update information related to that external account. You understand and agree that American Express will continue to store and use any external account information that had been previously accessed in accordance with these terms. If you choose to unhide an external account, you understand and agree that American Express will receive information related to that external account, and store and use that information as described herein.

To revoke American Express's access to your linked external financial accounts completely, you can do so on Plaid's website using their [Privacy Request Form](#) or their [Plaid Portal](#). If you wish to reconnect a previously revoked external financial account, you will have to initiate a new data connection from within the SpendSmart® tool.

5. Waiver.

You agree to hold American Express harmless for any use or processing of your external account information, or any acts or omissions, by your external financial institution(s).

You understand and agree that American Express may change, suspend, or discontinue all or part of the external account linking service at any time, with or without notice.

American Express may choose to delay enforcing or to not exercise rights under these terms and conditions. If American Express does this, it does not waive its rights to exercise or enforce them on any other occasion.

6. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE EXTERNAL ACCOUNT LINKING SERVICE AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE EXTERNAL ACCOUNT LINKING SERVICE IS AT YOUR SOLE RISK. THE EXTERNAL ACCOUNT LINKING SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. AMERICAN EXPRESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE EXTERNAL ACCOUNT LINKING SERVICE AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE EXTERNAL ACCOUNT LINKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. AMERICAN EXPRESS MAKES NO WARRANTY THAT (i) THE EXTERNAL ACCOUNT LINKING SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE EXTERNAL ACCOUNT LINKING SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL ACCOUNT LINKING SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE EXTERNAL ACCOUNT LINKING SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AMERICAN EXPRESS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

7. LIMITATION OF LIABILITY.

YOU AGREE THAT NEITHER AMERICAN EXPRESS NOR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR REPRESENTATIVES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF AMERICAN EXPRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE EXTERNAL ACCOUNT LINKING SERVICE OR ANY OTHER MATTER RELATING TO THE EXTERNAL ACCOUNT LINKING SERVICE, INCLUDING BUT NOT LIMITED TO (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (ii) ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE EXTERNAL ACCOUNT LINKING SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE EXTERNAL ACCOUNT LINKING SERVICE; OR (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION.

You agree to indemnify and hold harmless American Express and its respective direct or indirect subsidiaries, controlled affiliates, agents, officers, directors, shareholders, employees, or representatives from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the external account linking service, your violation of these terms or your infringement, or the infringement by any other user of your account, of any intellectual property or other right of anyone.

9. Modifications.

American Express may change these terms, subject to applicable law, and will indicate a change has been made by updating the "Last Modified" date at the beginning of these terms. American Express may do this at its sole discretion and in response to the business, legal, or competitive environment. These written terms and conditions are a final expression of the agreement governing your use of the external account linking service.

These written terms and conditions may not be contradicted by any alleged oral agreement.

10. Governing Law.

These terms are governed by the laws of the State of New York without regard to conflicts of law principles.

11. Additional Terms.

These terms apply in addition to, and are not intended to replace, the SpendSmart® Terms & Conditions and any other agreements or terms that may apply in connection with your American Express relationships, such as any American Express consumer, checking, savings, and/or loan account(s), including but not limited to any provisions related to the resolution of any complaints or disputes involving your information.